

A G E N D A
CITY OF AZTEC
CITY COMMISSION WORKSHOP
March 27, 2018
201 W. Chaco, City Hall
5:30 p.m.

5:30-6:00 p.m.

Youth Conservation Corps 2019 Projects

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are fully accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office at 334-7600 prior to the meeting so that arrangements can be made.

Note: A final agenda will be posted 72 hours prior to the meeting. Copies of the agenda may be obtained from City Hall, 201 W. Chaco, Aztec, NM 87410.

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: WORKSHOP
AGENDA TITLE: Youth Conservation Corp 2019 Projects

ACTION REQUESTED BY: State YCC Program
ACTION REQUESTED: Review and Input Only
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- YCC Grant Application for 2019-2020 is due April 25, 2018 at 3:00 pm.
- The 2019-2020 application will be presented for commission approval on April 10, 2018.
- Attached is proposed Riverside Park Improvements.

SUPPORT DOCUMENTS: YCC 2019 Riverside Park

DEPARTMENT'S RECOMMENDED MOTION: Review and input for future YCC Projects

YCC 2019 – RIVERSIDE PARK

RIVERSIDE PARK: Improvements will include new irrigation and grass turf (Project 1), removal and replacing old post and cable fencing (Project 2), new irrigation in northeast part of the park (Alternate 1), and removal of trip hazards along the sidewalk and trail improvements (Alternate 2).



Project 1. New Irrigation and Turf in SW Part of Park

- Task 1: Clear turf zones of rock, wood, and other debris.
- Task 2: Trench new irrigation lines.
- Task 3: Install irrigation.
- Task 4: Till ground.
- Task 5: Spread grass seed.

Responsible

- YCC
- City Staff
- YCC
- City Staff
- YCC

Project 2. Fencing

- Task 1: Remove old post and cabling (2,270 ln ft).
- Task 2: Remove rail fence near stage (300 ln ft).
Remove rail fence at northeast end of park (560 ln ft).
- Task 3: Install new post and cabling (1,850 ln ft).
- Task 4: Install new access gate for vehicles.
- Task 5: Paint old/existing fence posts to match new posts

Responsible

- YCC
- YCC
- YCC
- YCC
- YCC

Alternate 1. New Irrigation and Turf in NE Part of Park

Task 1:	Clear turf zones of rock, wood, and other debris.	Responsible	YCC
Task 2:	Trench new irrigation lines.		City Staff
Task 3:	Install irrigation.		YCC
Task 4:	Till ground.		City Staff
Task 5:	Spread grass seed.		YCC

Alternate 2. Sidewalk and Trail Improvements

Task 1:	Cut and remove vegetation, weed, etc.	Responsible	YCC
Task 2:	Lay mulch along trail surface.		YCC
Task 3:	Back fill along sidewalks with drop-offs (safety need).		YCC

Materials to Purchase**Project #1**

Item	Qty	Unit Cost	Total Cost
Irrigation	1	\$7,500	\$7,500
Grass Seeding	115,100 sq ft	\$1,000	\$1,000
Equipment Rental	4 days	\$750	\$3,000
TOTAL			\$11,500

Project #2

Item	Qty	Unit Cost	Total Cost
Posts	90	\$40	\$3,600
Cabling	1,700 ln ft	\$1.30	\$2,210
Cable Clamps	45	\$2	\$90
Heat Shrinking Tubing	25	\$1.50	\$45
Concrete 60lb bags	200	\$4.00	\$800
TOTAL			\$6,745

Alternate #1

Item	Qty	Unit Cost	Total Cost
Irrigation	1	\$3,750	\$3,750
Grass Seeding	50,400 sq ft	\$500	\$500
TOTAL			\$4,250

Project Totals

Item	Total Cost	
Project #1	\$11,500	
Project #2	\$6,745	
Alternate #1	\$4,250	
TOTAL		\$22,495

A G E N D A
CITY OF AZTEC
CITY COMMISSION MEETING
March 27, 2018
201 W. Chaco, City Hall
6:00 p.m.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. NEW MEXICO PLEDGE

I Salute The Flag Of The State Of New Mexico And The Zia Symbol Of Perfect Friendship Among United Culture's.

V. ROLL CALL

VI. AGENDA APPROVAL

VII. PROCLAMATION

Road Safety Week

VIII. PRESENTATION

San Juan County Historical Society-Andrea Greenaker

IX. CITIZEN RECOGNITION

X. EMPLOYEE RECOGNITION

XI. CONSENT AGENDA

- A. Commission Meeting Minutes March 12, 2018
- B. Special Budget Resolution 2018-1077 Animal Care Contributions
- C. Library Advisory Board Member Approval
- D. Inter-Governmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec
- E. Law Enforcement Protection Grant Fund
- F. Resolution 2018-1078 Authorizing Signatures for City Accounts

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- G. Resolution 2018-1079 Authorizing Signatures on Motor Vehicle Department Checking Account
- H. Resolution 2018-1080 Authorizing Signatures for municipal Court Cash Bond Checking Account
- I. RFP #2017-608 Annual Audit Contract for FY 2018

Items placed on the Consent Agenda will be voted on with one motion. If any item proposed does not meet the approval of all Commissioners, a Commissioner may request that the item be heard under "items from Consent Agenda"

XII. ITEMS FROM CONSENT AGENDA

XIII. CITIZENS INPUT (3 Minutes Maximum)

(Citizens who wish to speak will sign up prior to the meeting. This is for items not otherwise listed on the agenda)

XIV. BUSINESS ITEMS

- A. 550 Brewing Company, LLC Lease Agreement
- B. Final Adoption of Ordinance 2018-469 Amending Chapter 26 Land Use Regulations, Article II Zone District and Overlay Regulations to Include the North Main Avenue Overlay District
- C. Intent to Adopt Ordinance 2018-470 Amending Chapter 5 Animals
- D. Intent to Adopt Ordinance 2018-471 Amending Chapter 16, Article V. Animal Fees
- E. Intent to Adopt Ordinance 2018-472 Amending Section 1-12-2-3 Specific Penalty Schedule for Animal Fines

XV. LAND USE

- A. CUP 18-01 Conditional Use Permit to allow a recreation vehicle (travel trailer) to act as a temporary secondary residence
- B. CUP 18-02 Conditional Use Permit to allow for the manufacturing and brewing of beer

XVI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

XVII. DEPARTMENT REPORTS

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(When this item is announced, all Department Heads who wish to give a report will move to the podium)

XVIII. ADJOURNMENT

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**CITY OF AZTEC, NEW MEXICO
PROCLAIMING APRIL 1-7, 2018 AS
“ROAD SAFETY WEEK”**

WHEREAS, 37% of all New Mexico fatal automobile crashes relate to speeding; and

WHEREAS, 28% of all automobile crashes in New Mexico relate to distracted driving;
and

WHEREAS, New Mexico ranks 2nd in the nation for distracted driving crashes, 10th for drunk driving crashes, and 12th for speeding-related crashes; and

WHEREAS, a Leadership San Juan team has partnered with the San Juan County Office of Emergency Management, the San Juan County Fire Department, local law enforcement, and local schools to develop events throughout the County to raise awareness of local road safety programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of Aztec, New Mexico, does hereby proclaim the week of April 1, 2018 through April 7, 2018 as Road Safety Week, and encourages citizens of Aztec to participate in those activities to raise awareness of the challenge facing Aztec and San Juan County.

By: _____
Mayor, Victor C. Snover

ATTEST:

Karla Sayler, City Clerk

1 CITY OF AZTEC
2 COMMISSION MEETING MINUTES
3 March 12, 2018
4

5 **I. CALL TO ORDER**

6 Mayor Sally Burbridge called the Meeting to order at 6:00 pm at the Aztec City
7 Commission Room, City Hall, 201 W. Chaco, Aztec, NM.
8

9 **II. INVOCATION**

10 The Invocation was led by County Commissioner Jim Crowley
11
12

13 **III. PLEDGE OF ALLEGIANCE**

14 The Pledge of Allegiance was led by Electric Director Ken George
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17 **IV. NEW MEXICO PLEDGE**

18 The New Mexico Pledge was led by Electric Director Ken George
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20

21 **V. ROLL CALL**

22
23 Members Present: Mayor Sally Burbridge; Mayor Pro-Tem Sipe;
24 Commissioner Austin Randall; Commissioner Sheri
25 Rogers; Commissioner Katee McClure (Via Facetime)
26

27 Members Absent: None
28

29 Others Present: City Attorney Larry Thrower; City Clerk Karla Sayler;
30 Project Manager Ed Kotyk (see attendance sheet)
31

32 **VI. ELECTION RESULTS OF MARCH 6, 2018**

33
34 A. Official Results Report of Regular Municipal Election of March 6, 2018
35

36 City Clerk Karla Sayler presented the official election results as follows:
37

38 District 2:

39 Rosalyn Fry- 193

40 Joel Barton- 134
41

42 District 4:

43 Victor Snover -264
44

45 District 5:

46 Mark Lewis -196

47 Sheri Rogers -129

48

49 Total Votes for March 6, 2018 election were 332.

50

51 **VII. COMMISSIONERS OATH OF OFFICE**

52

53 A. The Honorable Judge Carlton Gray administered the Oath of Office for New
54 Commissioners

55

56 **RECEPTION FOR OUTGOING AND INCOMING COMMISSIONERS**

57

58 Mayor Pro-Tem Sipe presented Commissioner Rogers, Commissioner McClure
59 and Mayor Burbridge with plaques and thanked them for their service.

60

61 **VIII. COMMISSION ORGANIZATIONAL MEETING**

62

63 A. Elections of Mayor and Mayor Pro-Tem

64

65 MOVED by Commissioner Mark Lewis for Victor Snover to be Mayor
66 SECONDED by Commissioner Fry.

67

68 3 Voted Aye; Commissioner Randall and Commissioner Sipe Voted Nay: Motion
69 passed 3 to 2

70

71 MOVED by Commissioner Mark Lewis for Rosalyn Fry to be Mayor Pro-Tem
72 SECONDED by Mayor Snover

73

74 3 voted Aye/ Commissioner Randall and Commissioner Sipe voted Nay: Motion
75 passed 3 to 2

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77 B. Appointments of Commissioners to Boards/Committees

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79 Mayor Snover was appointed to the Airport, Personnel Committee, MPO
80 (alternate), ECHO Boards

81

82 Mayor Pro-Tem Fry was appointed to the Library, Four Corners Economic
83 Development, San Juan Safe Communities Initiative Boards

84

85 Commissioner Sipe was appointed to the Economic Development, Personnel
86 Committee, Four Corners Economic Development (alternate), Farmington Metropolitan
87 Planning Organization, NW New Mexico Seniors Boards

88

89 Commissioner Randall was appointed to the Lodger's Tax, and Council of
90 Governments (alternate) Boards

91

92 Commissioner Lewis was appointed to the San Juan Water Commission, County
93 Commission Representative Boards

94
95 City Manager was appointed to San Juan Water Commission (alternate) and Council of
96 Governments Boards

97
98 **IX. AGENDA APPROVAL**

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100 MOVED by Commissioner Sipe, SECONDED by Commissioner Randall to
101 Approve the Agenda as given

- 102
103 A. Commission Workshop Meeting Minutes February 13, 2018
104 B. Commission Meeting Minutes February 13, 2018
105 C. Agreement for Mosquito Control with San Juan County
106 D. Volunteer Firefighters Annual PERA Reporting
107 E. RFP 2018-632 City Attorney Contract Award
108 F. Resolution 2018-1075 Surplus

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110 All Voted Aye: Motion Passed Five to Zero

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112 **X. CITIZEN RECOGNITION**

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114 None

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116 **XI. EMPLOYEE RECOGNITION**

117
118 None

119
120 **XII. CONSENT AGENDA**

121
122 MOVED by Commissioner Lewis, SECONDED by Commissioner Sipe to
123 Approve the Consent Agenda as given

124
125 All Voted Aye: Motion Passed Five to Zero

126
127 **XIV. CITIZENS INPUT (3 Minutes Maximum)**

128
129 Brian Lee field representative for Congressman Ben Ray Lujan congratulated the
130 new members. He stated that their office stands ready to assist with future projects for
131 the City of Aztec.

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133 **XV. BUSINESS ITEMS**

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135 A. NMED CWSRF 09 Wastewater Treatment Plant Loan Refinance

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Kathy Lamb Finance Director explained that this is the loan that was workshopped on February 22, 2018. This loan is for the Wastewater Treatment Plant and it allows us to reduce our interest rate from 2% down to 1.2% and the loan terms will remain the same with 12 years remaining.

MOVED by Commissioner Sipe, SECONDED by Commissioner Randall to approve the NMED CWSRF 09 Wastewater Treatment Plant Loan Refinance,

All Voted Aye: Motion Passed Five to Zero

XVI. CITY MANAGER/COMMISSIONERS/ATTORNEY REPORTS

Interim City Manager Steve Mueller welcomed the new members of Commission.

Mayor Pro-Tem Fry thanked everybody for the opportunity and she considers it an honor to serve the City.

Commissioner Sipe mentioned that she attended the Mayors and it was a very nice evening for a good cause. She mentioned that she will attend the EDAB meeting on Thursday and the District Municipal League meeting on the 26th in Gallup. Nice to see the street sweepers out and running and she mentioned that 332 votes out of all the people that live in Aztec and are registered voters is not a very good turn out and she wishes that we could get more people out.

Commissioner Randall mentioned that he attended the School Safety Task meeting last Thursday and the meeting this week will be Wednesday at 5:00 pm at San Juan College.

Commissioner Lewis echoed what Commissioner Sipe mentioned about voter turnout. He mentioned that he looks forward to serving as best as he can over the next 4 years.

Mayor Snover thanked everyone for coming and out and mentioned that he appreciates the support. He mentioned that it will be a little bumpy because 3 of them are fairly new to this and he appreciated everyone's patience. He mentioned that he appreciated the assistance guiding him through the meeting and also echoed on the low voter turnout.

City Attorney Larry Thrower thanked the outgoing Commissioners and congratulated the incoming Commissioners.

180 **XVII. DEPARTMENT REPORTS**

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182 Kate Skinner Library Director thanked the outgoing members of Commission and
183 welcomed the new members. She invited everyone to come check out the Library.

184

185 **XVIII. ADJOURNMENT**

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187 Moved by Commissioner Lewis, SECONDED by Mayor Pro-Tem Fry to adjourn
188 the meeting at 6:51 p.m.

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Mayor, Victor Snover

196 ATTEST:

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Karla Sayler, City Clerk

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MINUTES PREPARED BY:

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Sherlynn Morgan, Administrative Assistant

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Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XI. CONSENT AGENDA (B)
AGENDA TITLE: Special Budget Resolution 2018-1077 Animal Care Contributions

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approval
SUMMARY BY: Kathy Lamb

PROJECT DESCRIPTION / FACTS

- NM DFA: New Mexico Department of Finance and Administration
- Animal Care and Control is the beneficiary of the generosity of the public and various organizations in the form of monetary and non-monetary contributions. During the current fiscal year, as of March 14, 2018, the cash contributions have exceeded the established budget and Animal Care and Control has need for additional funding for medical services for animals through the end of the fiscal year.
- To make the funds available to the department, it is necessary for a special budget resolution to be approved by the City Commission and NMDFA Local Government Division.

SUPPORT DOCUMENTS: Resolution 2018-1077

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Special Budget Resolution 2018-1077

RESOLUTION 2018-1077
Special Budget Resolution
Animal Care Contributions
Fiscal Year 2017-2018

WHEREAS, the City of Aztec Animal Care and Control accepts monetary contributions for the care of animals; and

WHEREAS, cash contributions received through March 6, 2018 have exceeded the established budget for the current fiscal year; and

WHEREAS, the Animal Care and Control Department has need for the additional funds for medical services provided to animals through the end of the current fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the following special budget adjustment be made and approved.

	<u>General Fund</u>	Increase/(Decrease)
Revenue:		
Contributions	101-5210-36217	\$20,000
Expenditures:		
Animal Care & Control:		
Medical Services	101-1160-64150	\$20,000

Passed, Adopted and Approved this 27th day of March 2018.

SEAL

MAYOR VICTOR C. SNOVER

ATTEST:

KARLA SAYLER, CITY CLERK

Staff Summary Report

MEETING DATE: 27 March 2018
AGENDA ITEM: CONSENT AGENDA (C)
AGENDA TITLE: Library Advisory Board Member Approval

ACTION REQUESTED BY: Kate Skinner, Library Director
ACTION REQUESTED: Approval of Library Advisory Board Member
SUMMARY BY: Kate Skinner

PROJECT DESCRIPTION / FACTS (Library)

- Library Advisory Board Member representing Business Community position became vacant in November when Ellen Jensen retired from Library Board.
- The Library Advisory Board would like to recommend that the Commission approve Pauline Pao to fill this position. The four year term runs from 1-2018 to 1-2021
- A letter of Interest from Pauline Pao is attached

SUPPORT DOCUMENTS: Letter of Interest from Pauline Pao

DEPARTMENT'S RECOMMENDED MOTION: Approve appointment of Pauline Pao to Aztec Library Advisory Board.

Pauline Pao
P.O. Box 1086
101- Santistevan Ln.
Aztec, NM 87410
{505} 334-3290
paoismyname@gmail.com

February 27, 2018

Karla Sayler, City Clerk
201 W. Chaco
Aztec, NM 87410

Dear Ms. Sayler,

Moving to Aztec in 2008, the library is the first place I sought out. It was naturally a place to borrow books and movies and use the computers and internet, but over time it has been so much more to me, my family, and our business.

All the experts express the importance of early literacy. When I had my first child in 2010, I almost immediately took him to story time at the library. I credit Miss Angela and Miss Karen with how well he and his brother have taken to reading and overall love of school as well as their socialization. I'm grateful that it also offered me a much needed outlet to get out and meet other parents many of whom became my first friends in Aztec. Some of us came together on another day of the week to hold an informal preschool. The library allowed us to use their meeting room at no charge. I might also mention that the selection of books for children as well as adults has greatly improved since Kate's tenure as head librarian.

I became the manager of the Aztec Farmers' Market in 2008. The library meets all of my needs in managing the market that hosts over 25 vendors during the summer and fall months. From February to October, I frequent the library often to use the computer, internet, fax, and copy services. From emailing vendors and corresponding with the NM Farmers Marketing Association to generating informational brochures, posters, and

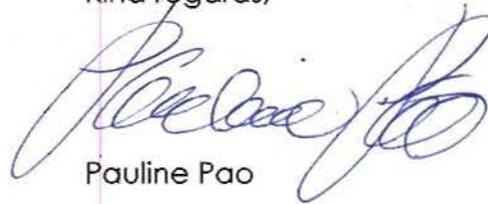
articles, to creating and making copies of vendor forms, to holding vendor meetings, and crunching end of season data, I perform all these tasks and more at the library. Plus, hanging the Aztec Farmers' Market poster at the library proves to be an important place for residents and visitors alike to discover or remind people about the market.

In conjunction with managing the AFM, our family began a farm business in 2008 called Offbeat Family Farm where we grow vegetables, herbs, and cut flowers for the Aztec, Farmington (2008-2011), and Durango farmers' markets. Again, the library has been the only resource we need for all of our behind the scenes needs such as researching new varieties and techniques, generating documents to order seeds and plan our transplants and fields, managing our finances, and generating signs and advertising for our business.

And finally, I've recently taken advantage of the free yoga classes offered at the library. After a long day of planning for what's to come with the AFM and Offbeat and caring for kids and the household, it's nice to have an hour plus to expand and refill. I've also seen the benefits of the library in their other programs such as computer literacy, afterschool activities, the knitting group, and the holiday events.

I would like to become a member of the library board to serve a place that has served us in so many ways, with the friendly and welcoming staff as the cherry on top.

Kind regards,



Pauline Pao

Aztec Farmers' Market Manager

Offbeat Family Farm, Farmer

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XI. CONSENT AGENDA (D)
AGENDA TITLE: Inter-Governmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec

ACTION REQUESTED BY: Delain George
ACTION REQUESTED: Approval of Intergovernmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec
SUMMARY BY: Delain George

PROJECT DESCRIPTION / FACTS

October 1991, the City executed a JPA with the State of New Mexico to operate the Motor Vehicle office in Aztec. The most recent agreement was executed in May 2014 for a four year term ending May 24, 2018.

The proposed agreement is a 4 year term set to expire December 31, 2022. Aztec City Attorney, Mr. Larry Thrower, has reviewed the agreement.

The proposed agreement has been reworked, giving more clarity as to how the functions of the agreement shall be carried out by both NM TRD MVD and the City of Aztec MVD Department. Some of the notable changes in the proposed agreement vs. the current agreement are as follows:

Section 2.1 – The provider is to review and sign the MVD Mission and Core Values in Appendix E. I think we can all agree we expect our employees to give great customer service.

2.2.4 The penalty changed from 10% to 5% when required funds are not available. Each day, Aztec MVD closes out the day using the NM TRD MVD software and prepares a nightly deposit which is then taken to the bank, NMTRD MVD will sweep the City's bank account for the funds stated in the close out process. If those funds are not available by the close of the next business day, then the City of Aztec could receive a 5% penalty, per day, until the funds are available. To date, this has not happened and the risk of having it happen is very minimal.

2.2.4.3 The Provider may accept cash, personal checks, business checks, debit/credit card payments from its customers. The Provider shall be liable for any check returned for insufficient funds or any other dishonor. The last sentence is new to the agreement, but not new to our current process. This was made clear from the previous NMTRD MVD director, about a year ago, that the City of Aztec or any municipality would be responsible for collecting any returned check for payment. The City of Aztec made a business decision not to accept personal or business checks from its customers. We do however; accept business checks from local area car/boat dealerships that have a proven record of payment. Many municipalities have the same policy. Prior to this new process, NMTRD MVD would be liable for the returned check, NM MVD has the recourse to suspend a license or registration etc... but with the change would not allow municipalities the same privilege. With having no recourse or the funds to recover returned checks we no longer accept checks at Aztec MVD.

Section 5.2 and Appendix B and C – There is an increase to our Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty. The current surety bond amount is set at \$100,000, the proposed agreement is requiring the surety bond be at \$250,000 as the City of Aztec MVD completes between 12,000 to 14,000 transactions a year. The amount the City of Aztec currently pays for the \$100,000 bond per year is \$670.00. The \$250,000 bond fee is estimated to be \$1,500 and increase of \$830.00 per year.

The remaining sections of agreement have been in place for the past few agreements with regards to responsibilities of NM TRD MVD and City of Aztec, background investigations, personnel, notifications, training, inventory and supplies, security, etc...most all sections have been reorganized and renumbered to make the agreement more clear for everyone.

For every driver's license, and ID Card processed, we are reimbursed \$6.00, from NM TRD MVD, with the exception of senior licenses, there is no reimbursement. For titles and registrations we are reimbursed \$5.00 for each processed transaction. In addition, we receive \$1.50 for every transaction processed. If our office goes over 10,000 transactions the year prior, we receive an additional \$1 per transaction, the next year for each transaction. So in short, we receive \$8.50 for each driver's license and \$7.50 for each title and registration. We do not receive reimbursement from the state for road tests, senior licenses, handicap placards or VIN inspections. We charge a City of Aztec administration fee of \$5 for every transaction to help offset expenses.

We have 3.25 full-time employees and 2 part-time, (one of which is shared between utilities and MVD)

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty. \$1,500
 VIN Inspector Bonds – 5 employees at approximately \$300 each = \$1,500
 Fingerprinting for any new employee \$50

Aztec MVD Actual Budget	FY15	FY16	FY17	FY18 (6mos-Dec)
MVD - State Reimbursement	90,811	94,152	82,854	44,507
Aztec Admin Fee	47,158	70,741	66,558	37,143
Total Revenues	137,969	164,893	149,412	81,649
Personnel/Benefits	153,426	154,965	162,907	79,512
Supplies & Services	17,426	12,476	13,758	6,286
Total Expenses	170,852	167,441	176,665	85,798
Deficit	(32,883)	(2,548)	(27,243)	(4,419)

SUPPORT DOCUMENTS: Current and Proposed NMTRD MVD Agreement
 2016 Aztec MVD Audit

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Intergovernmental Agreement between NM TRD Motor Vehicle Division and the City of Aztec



STATE OF NEW MEXICO
TAXATION & REVENUE DEPARTMENT

INTER-GOVERNMENTAL AGREEMENT BETWEEN:
THE MOTOR VEHICLE DIVISION
AND
THE CITY OF AZTEC

THIS INTER-GOVERNMENTAL AGREEMENT is made and entered into pursuant to the provisions of Section 66-2-14, NMSA 1978 by and between the State of New Mexico, Taxation and Revenue Department (hereinafter "TRD"), Motor Vehicle Division hereinafter ("MVD") and the **City of Aztec** (hereinafter "Provider").

PURPOSE: For affecting the economy in carrying out the functions of MVD and providing necessary services to the citizens of the State of New Mexico. Section 66-2-14, NMSA 1978 authorizes the TRD secretary to appoint agents to act on behalf of MVD to perform certain functions of MVD. Under this authority, MVD hereby appoints the Provider to perform certain services on behalf of MVD, and the Provider accepts this appointment, subject to the provisions of this Agreement.

1. DEFINITIONS: The following terms, phrases and acronyms, as used in this Agreement, are defined.

- 1.1 **Business Day:** means 8:00 a.m. to 5:00 p.m. any weekday excluding any holiday when MVD is closed.
- 1.2 **Confidential Information:** means personal information obtained by MVD or the Provider regarding a person's motor vehicle information pursuant to the Motor Vehicle Code that may not be released pursuant to Section 66-2-7.1, NMSA 1978, or the DPPA.
- 1.3 **Data:** means any type of motor vehicle information required by State or Federal statute to be obtained by MVD and maintained in the MVD database.
- 1.4 **Department:** The New Mexico Taxation and Revenue Department.
- 1.5 **DPPA:** The Driver's Privacy Protection Act of 1994, defined in Title 18 U.S.C. Chapter 123: Prohibition on Release and Use of Certain Personal Information from State Motor Vehicle Records §§2721-2725.
- 1.6 **Fee:** means the form of compensation charged by MVD or the Provider for services subject to the jurisdiction of the commission for various MVD transactions performed for the customer.
- 1.7 **HIN Inspection:** means the physical verification of the Hull Identification Number affixed to a vessel.



- 1.8 **Mandatory:** means the terms “must,” “shall,” “will,” “is required,” or “are required,” to identify a mandatory item or factor within this agreement.
- 1.9 **Motor Vehicle Information:** means all information obtained and maintained pertaining to identification cards, driver licenses, permits, disabled placards, and motor vehicle or vessel title and registration.
- 1.10 **MVD:** Motor Vehicle Division of the New Mexico Taxation and Revenue Department.
- 1.11 **MVD Representative:** An employee identified by MVD, TFID, TRD, who is authorized by the MVD Director to supervise, delegate, inspect, audit, observe, or otherwise review the operations and records of Provider.
- 1.12 **Product(s):** Tangible items such as license plates, title documents, registration stickers, driver licenses, or permits that are delivered to a customer as a result of completing a transaction with the Provider.
- 1.13 **Records:** means an account, correspondence, memorandum, tape, disc, paper, book or transcribed information, or electronic data information, including the electronic hardware or software necessary to access the electronic data information in its document form, regarding the operation of a motor carrier or created in conjunction with the transaction of MVD business.
- 1.14 **Services:** means the act or process of an individual authorized by MVD to perform transactions or give information relating to a customer's vehicle, vessel, or driver transactions.
- 1.15 **Tapestry:** means the software system MVD uses to provide driver and vehicle services.
- 1.16 **TFID:** The Tax Fraud Investigation Division.
- 1.17 **Transaction:** means all operations completed at one time during a customer’s single visit to the Provider.
- 1.18 **TRD:** New Mexico Taxation and Revenue Department.
- 1.19 **User:** means an authorized Provider or a Provider employee who has access to MVD data, performs daily tasks related to MVD products or services, or has access to MVD forms, documents, equipment, or inventory.
- 1.20 **VIN Inspection:** An inspection performed by a certified VIN inspector to verify a Vehicle Identification Number (VIN), which is affixed to a motor vehicle and identifies that specific automobile from factory to destruction.

2. THE PARTIES MUTUALLY AGREE THAT THE PROVIDER SHALL:

- 2.1 Adhere to this Agreement with MVD and comply with all terms and conditions within the Agreement. The Provider is acting on the behalf of MVD and shall uphold the standards and quality of MVD’s policies, procedures, and excellence in customer service. The Provider is to review and sign the MVD Mission and Core Values in Appendix E.



2.2 MVD authorizes Provider to provide the following services, actions, or transactions delegated to the Provider under the provisions of Chapter 66, NMSA 1978, as amended or renumbered:

- 2.2.1 **Vehicle Services:** Register and title vehicles and/or vessels.
- 2.2.2 **Driver Services:** Accept applications for, administer required written and/or skills tests, and issue driver licenses, permits, disabled placards and identification cards.
- 2.2.3 **Financial Responsibilities:** The Provider shall collect all fees, taxes and other charges provided by law under Chapter 7, Articles 14, Article 14A, and Chapter 66, NMSA 1978, as amended or renumbered. The Provider shall remit fees, taxes, and charges to MVD, using an attestation of accuracy, no later than the close of the next business day following the transaction or revenue collection, in the manner established by MVD.
- 2.2.4 If the Provider has insufficient funds for all fees, taxes and other charges required to be submitted, there shall be a penalty of five percent (5%) of the amount due for each day the funds are late and:
 - 2.2.4.1 If the Provider undercharges the customer, the Provider is responsible for timely remitting the correct amount to MVD.
 - 2.2.4.2 If the Provider overcharges the customer, the Provider must remit to MVD the amount collected from the customer and the customer will need to file a claim for refund with MVD to be reimbursed the amount overcharged by the Provider.
 - 2.2.4.3 The Provider may accept cash, personal checks, business checks, debit, or credit card payments from its customers. The Provider shall be liable for any check returned for insufficient funds or any other dishonor.
- 2.2.5 **VIN/HIN Inspections:** Certified inspectors, employed by the Provider, may perform vehicle and vessel inspections only at the Provider's location if they are bonded separately from the basic Provider bonding requirements. Certified law enforcement and department VIN/HIN inspectors may also perform VIN/HIN inspections at the Provider's location.

2.3 The Provider shall not discriminate based on origin, race, color, religion, disability, and sexual orientation. Provider shall accept documents in another language if English translation is provided as accepted by the policy of MVD. Federal laws prohibit discrimination based on a person's national origin. Laws prohibiting national origin discrimination make it illegal to discriminate because of a person's language, culture, birthplace, or ancestry. This means people cannot be denied equal opportunity because they or their family are from another country, because they have a name or accent associated with a national origin group, because they participate in certain customs associated with a national origin group, or because they are married to or associate with people of a certain national origin. All persons shall be entitled to the full and equal satisfaction of services, facilities, privileges, advantages, and accommodations



of any place of public accommodation, as defined in Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, et seq., as amended.

- 2.4 The Provider shall provide utilities, office space, employees, and general office supplies to include fax machines, copiers and other items not specified herein necessary to provide services under this Agreement. Provider is responsible for all costs of providing and maintaining Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost, except as may be further specified in this Agreement. All equipment and communications must meet the minimum standards established by MVD.
- 2.5 The Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or regarding activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.
- 2.6 The Provider and employees of the Provider who work on MVD matters are not employees of the State of New Mexico. Neither the Provider nor its employees shall represent that the Provider or Provider's employees are employed by or are a subdivision of MVD or the State of New Mexico.

3. THE PARTIES MUTUALLY AGREE THAT MVD SHALL:

- 3.1 MVD shall provide any special equipment required for Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment, queuing machines or kiosks. Standard office printers, copiers, and fax machines are not included in MVD's provided equipment.
- 3.2 MVD will provide, maintain, and repair computers, printers, camera equipment, and network connectivity, including hardware and circuits necessary to perform driver and vehicle transactions. Provider agrees to use only MVD approved software for performing vehicle or driver transactions. Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data.
- 3.3 MVD shall make available to the Provider direct access to Tapestry. Access will be limited in scope to the information needs of the Provider's MVD related daily operations and business transactions. The information obtained through Tapestry shall be used exclusively for the services covered by this Agreement.
- 3.4 MVD shall provide all necessary official inventories of controlled products, equipment, and access to Tapestry. Tapestry access will be limited in scope to the information needs of the Provider's MVD related daily operations and business transactions that will enable the Provider to perform those actions or transactions specified by this Agreement.



- 3.5 MVD shall promptly advise the Provider of system/application downtime, whether scheduled or not, to the extent MVD has or obtains knowledge of such downtime.
- 3.6 MVD agrees to advise the Provider in advance of any scheduled system enhancements and/or software upgrades of which MVD is aware.
- 3.7 MVD shall provide initial system/application training, when the Provider's MVD office is opened or when new systems or applications are implemented, to the Provider and the Provider's employees. Initial system/application training costs shall be incurred by MVD.

4. PROVIDER QUALIFICATIONS:

- 4.1 No person shall be eligible to be a Provider, an employee of a Provider, or be able to continue in that capacity if the person has been convicted of any felony charge, or has been convicted of any crime involving administration of the Motor Vehicle Code, dishonesty or making a false statement within the previous ten (10) years.
- 4.2 Any governmental entity that has had a history of corruption or had operated an MVD office in the past, which was closed due to fraud, misappropriation, or similar prohibited activities, shall be permitted to operate as a provider only after a thorough evaluation by MVD of the governmental entity to include its officers and the employees to be assigned MVD duties. Final approval shall be coordinated between the TRD Cabinet Secretary, and the MVD Director.

5. GENERAL RESPONSIBILITIES AND REQUIREMENTS OF THE PROVIDER:

- 5.1 The Provider shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, in the operation of the business, including, but not limited to, the federal Americans with Disabilities Act of 1990, the New Mexico Human Rights Act, Sections 28-1-1, et seq., NMSA 1978, the federal Occupational Safety and Health Act of 1970, the New Mexico Occupational Safety and Health Act, Sections 50-9-1, et seq., NMSA 1978 and the federal Civil Rights Act of 1964. MVD shall provide information to the Provider regarding changes in MVD rules and regulations within ten (10) days of the adoption of such changes.
- 5.2 Provider must obtain/provide a Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of the Municipality, its officers, agents, representatives, employees or contractors as required by Appendix B and C.
- 5.3 The Provider is responsible for obtaining all MVD approved equipment and communication specifications, as listed on Appendix A "Mandatory Computer/Network Requirements" and Appendix D "Mandatory Computer/Network Security Requirements." The Provider agrees to use only MVD approved software for performing vehicle or driver transactions. The Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data. The Provider is responsible for all costs of providing and maintaining the Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost. All equipment and communications must meet the standards established by MVD.



- 5.4 The Provider shall not develop any hardware, software, or programs that would allow the Provider to be a portal for other entities or persons to indirectly access Tapestry.
- 5.5 The Provider and its employees are prohibited from providing indirect access to Tapestry and from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.
- 5.6 The Provider shall not sell, or transfer data obtained from MVD or on MVD's behalf to any third party unless authorized in writing by MVD.
- 5.7 The Provider shall maintain accurate records of all Providers' employees working on MVD matters. The roster shall contain the name, address, and date of birth, date of hire, social security number, date and results of the background investigation and work schedule of such employees. The records shall also contain the date that the Provider performed the background investigation pertaining to each member of the Provider's employees who works on MVD matters or has access to Motor Vehicle Information. The records shall be made available for MVD's review within twenty-four (24) hours after a written request from MVD. MVD may establish quality performance standards for the Provider.
- 5.8 MVD will keep the Provider advised of these standards and of any change made in the standards from time to time.

6. BACKGROUND INVESTIGATIONS:

- 6.1 The Provider who is considering a potential applicant for a position that will require authorized access to perform work associated with driver's licenses or who may be assigned to perform work tasks associated with driver's licenses shall require the potential employee to submit to a background investigation to include a national criminal history records search and a state background investigation as is required by Section 9-11-10.1 NMSA 1978.
- 6.2 The Provider and the Provider's employees are fully responsible for the acts or omissions of the services the Provider provides under this Agreement.
- 6.3 A background investigation on all Users and employees of the Provider who work on MVD matters will be conducted prior to the start date of the User or employee. Fingerprints are required for a national criminal history records search and state background investigation. The background investigation, at a minimum, shall include the following:
 - (1) The User or employee's work history;
 - (2) The User or employee's tax compliance history (New Mexico and federal);
 - (3) The User or employee's driving history.

7. PROVIDER PERSONNEL:

- 7.1 The Provider shall not hire or engage the services of any current employee of the Department unless Provider has first notified the Director or a Deputy Director of MVD.



- 7.2 The Provider shall not, without written permission from MVD, employ any individual to provide MVD services if the individual has been subject to disciplinary action by the Provider or other previous employer within the last ten (10) years.
- 7.3 The Provider's employees shall agree to background investigations before the date of hire. The Provider shall not knowingly employ any individual to provide MVD services if the individual has:
- (1) Any felony conviction within the last ten (10) years.
 - (2) A conviction involving misdemeanor offenses punishable by six (6) months or more imprisonment, DWI offenses, fraud or fraudulent activities, theft, bribery, making false statements, or any crime involving dishonesty or moral turpitude.
- 7.4 The Provider shall maintain an accurate employee log of all Provider's employees working on MVD matters or employees who have access to Motor Vehicle Information. The employee log shall contain the name, address, date of birth, date of hire, social security number, date of the background investigation, and work schedule of such employees. The Provider shall notify the MVD Designated Representative, Director or Deputy Director when there is any change related to the Provider's employees within twenty-four (24) hours of event.
- 7.5 The Provider shall immediately suspend any employee from access to MVD software, equipment, inventory, facility, products, and services upon notification from MVD or TRD that a criminal or administrative investigation was initiated regarding that individual.
- 7.6 The Provider is required to inform all employees of updates and changes regarding MVD policies, rules, and regulations in relationship to daily operations and transactions.
- 7.7 The Provider is required to inform and make available appropriate forms to all employees explaining the Provider's human resources policies.
- 7.8 The Provider shall inform all employees, agents and contractors in writing that they are mandated to report violations of applicable laws, rules, regulations, or conditions of this Agreement directly to the TFID of TRD.

8. NOTIFICATIONS AND REPORTING CHANGES:

- 8.1 Within thirty (30) business days after signing this Agreement, the Provider is required to provide MVD with the employee log and required information for authorized employees listed in paragraph 5.7 within this agreement.
- 8.2 The Provider shall report any known violation of the terms of this Agreement, including violation of applicable laws, rules, or regulations, acts or omissions of its employees or customers, regarding the services provided herein to the Director or Deputy Director of MVD within twenty-four (24) hours of becoming aware of the incident. This provision includes, but is not limited to, reporting of any attempt to bribe an employee, potential customer fraud, any



breach of confidentiality of MVD data resources, any misuse of MVD inventory, any breach of testing integrity, and any criminal misconduct, including violation of motor vehicle laws including DWI by its employees.

- 8.3 In the event that an employee of the Provider separates from employment, the Provider shall notify MVD of the change within twenty-four (24) hours of the event of separation.
- 8.4 The Provider shall notify the MVD Director or Deputy Director in writing within two (2) business days of an arrest, on any charge, of any of Provider's Users.

9. TRAINING:

- 9.1 All employees of the Provider who work on MVD matters must be sufficiently trained on MVD policies, procedures, processes, software, and training on system access and transaction completion, before being allowed to process driver or vehicle transactions.
- 9.2 The Provider shall establish and adhere to a timely distribution and training procedure for written materials and instructions forwarded to the Provider by MVD.
- 9.3 All Users are required to attend a MVD-approved vendor training session for both Driver Services and Vehicle Services.
- 9.4 Training plans, training videos, or training documents developed by Provider pertaining to MVD matters must be reviewed and approved by MVD to ensure correctness of material and to ensure standardization of training information among other municipal or county entities that provide MVD services.
- 9.5 The Provider shall maintain training records for all employees working on MVD matters. Records shall include all basic, advanced, or remedial instruction provided to the employee by MVD or by Provider. Training records shall be maintained on site and made available to Authorized MVD Representatives upon request and during audits, inspections, or investigations.
- 9.6 All employees of the Provider must complete a Security Awareness Training session provided on-line by TRD/MVD.
- 9.7 All the Providers and their employees/users that are approved to offer Driver Services are required to complete Fraudulent Document Recognition training provided on-line by TRD/MVD.
- 9.8 The Provider agrees to comply with MVD requests that any named Provider employee(s) complete required MVD training within a timeframe set by MVD.
- 9.9 The Provider shall comply with, and train employees on the confidentiality provisions contained in Section 66-2-7.1, NMSA 1978 and in the DPPA.
- 9.10 Refresher training shall be given a minimum of every two (2) years or as determined by MVD. All wages, costs and other expenses for the Provider and its employees, including travel, lodging, and meal costs for any training shall be the responsibility of the Provider.



10. USER IDENTITY MANAGEMENT:

- 10.1 The Provider and the Provider's office manager, supervisor(s), and employee(s) who are authorized to work on and with MVD matters shall be assigned a unique set of system access codes that identify the User and the User's permissible actions within the MVD transaction applications. The assignment of access codes shall be made available by the Department once a request for a User ID for each authorized individual is approved. The Provider shall ensure that access codes are properly used and secured. The Provider shall immediately change codes upon notice from MVD.
- 10.2 Each of the Provider's employees shall be assigned a unique password. The Provider must ensure that passwords are not shared or disclosed amongst employees.
- 10.3 In the event of employee discipline or separation from employment, the Provider shall notify MVD in writing within twenty-four (24) hours to deactivate the employee's password. Any violation of this provision shall be grounds for suspension or termination defined in Section 20.

11. FACILITY:

- 11.1 This Agreement is contingent upon the Provider maintaining in force during the entire contract period a lease or sublease that extends by its terms to the end of the contract period of this Agreement. If the facility is not owned by the Provider, the Provider is required to provide MVD with a copy of the current lease or rental agreement for the facility, and all amendments thereto.
- 11.2 Prior to the execution of this Agreement, the Provider shall provide MVD a copy of its insurance declarations page showing proof of adequate coverage for its employees and buildings.
- 11.3 The Provider shall maintain its office within the location agreed to by MVD; the Provider shall not move the site to another location without the advance written consent of MVD.
- 11.4 If Provider is establishing a new facility or moving an existing facility to a new location, that facility is required to be evaluated and approved by MVD prior to Provider finalizing any decision on use of that facility as an MVD facility.
- 11.5 Provider shall maintain a facility open to the public that meets the following criteria:
 - (1) Location based on demonstrated public need or market analysis.
 - (2) Office facilities, including lighting, air conditioning, heating, and ventilation that meet the standards of the local community.
 - (3) Parking, including disability parking as prescribed by law, adequate for projected customer demand.
 - (4) Waiting area adequate for projected customer demand.
 - (5) Restroom facilities adequate for public and employee demand, and when possible, separate restrooms for gender and for employees and customers will be available.
 - (6) Testing area providing adequate security and monitoring.
 - (7) Exterior and interior security as required by state and local laws.
 - (8) Employee work stations meeting OSHA and professional office standards.



- (9) The Provider's entire facility shall be smoke-free.
- 11.6 The Provider's entire facility and parking area shall follow the Federal Americans with Disabilities Act of 1990, defined in Title 42 U.S.C., Chapter 126, Section 12101, and Equal Opportunity for Individuals with Disabilities et seq., as amended.
- 11.7 The Provider is required to ensure facilities contain adequate access for the delivery of MVD products and services.
- 11.8 The Provider shall designate a secure location(s) for computer equipment, printers, all data, and other sensitive information to ensure that the public or unauthorized employees are prohibited or prevented from accessing or viewing confidential information.
- 11.9 The Provider shall adopt a current facility maintenance plan or update the existing acceptable facility maintenance plan and submit the plan to MVD Representative within thirty (30) days of execution of this agreement for review and approval. The Provider shall be responsible for assuring that the interior and exterior of the facility premises are maintained in a clean, safe and attractive condition at all times.
- 11.10 The facility maintenance plan shall include that carpets and floors be professionally cleaned as needed and no less than once per year and that the walls are maintained and free of markings and damage. Interior walls are required to be repainted when necessary or ordered by the MVD representative during the term of this Agreement.
- 11.11 The Provider's exterior facilities shall be well marked, with adequate signs to ensure the public is able to locate the facility conveniently, and as may be directed by MVD.
- 11.12 The Provider shall prominently display on the premises and clearly visible to the public a sign no less than 2ft x 2ft specifying the charges imposed by the Provider for providing services and products in addition to the fees charged.
- 11.13 The Provider shall prominently display on the premises and clearly visible to the public a sign no less than 2ft x 2ft using the following or similar language:
- 11.13.1 "This Motor Vehicle Division office is operated by City of Aztec under an agreement with the Motor Vehicle Division of the Taxation and Revenue Department. Comments regarding service or other concerns should be directed to (Delain George, Business Office Director, 201 W Chaco St, Aztec, NM 87410, (575) 334-7673) or to Director, Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296."
- 11.14 The Provider shall not allow members of the public or the Provider's employees to post, advertise, or display any printed materials, pictures, or photographs that support, endorse, promote, or oppose political, religious, or offensive causes.



12. INVENTORY AND SUPPLIES:

- 12.1 Provider is required to maintain an accurate inventory of supplies and resources provided by MVD. MVD shall provide a list of items to be inventoried by Provider and a format for Provider to follow.
- 12.2 Inventory shall remain in a designated area that is secured. The Provider is required to reimburse MVD for all loss of MVD inventory, regardless of reason, and shall reimburse MVD for all loss of inventory. Required secured inventory shall be stored in the following:
 - (1) A safe.
 - (2) An inventory room with a security lock or locks on the door.
 - (3) A secured lockable cabinet.
- 12.3 The Provider is required to ensure that only authorized Users have access to MVD related inventory and supplies.
- 12.4 The Provider shall maintain a record of ordered inventory, received inventory; inventory used, and inventory discrepancy reports. Inventory records shall be maintained on site and made available to the MVD Representative upon request. Records shall be retained in accordance with Provider record retention requirements and/or MVD record retention requirements. In no case shall records be destroyed without MVD approval.
- 12.5 The Provider is responsible for all inventory discrepancies and is required to investigate the cause of the inventory discrepancies annually. A written report of inventory discrepancy investigations must be submitted to the TFID, the MVD Director, or Deputy Director upon completion. The Provider is required to reimburse MVD for all loss of MVD inventory, regardless of reason, and shall agree to reimburse MVD for all loss of inventory.
- 12.6 The Provider shall immediately report the discovery of any theft, burglary, or loss of inventory, controlled documents, or products to the appropriate local law enforcement agency and the Director or Deputy Director of MVD.

13. SECURITY

- 13.1 The Provider shall implement and/or review the existing security plan and submit the new, existing, or updated security plan for the business location to the MVD Representative within thirty (30) days of execution of this agreement for review and approval. The security plan shall contain specifics that eliminate or reduce the potential for loss of MVD inventory and improper access to MVD data systems. Security plan requirements are listed in Appendix D "Mandatory Computer/Network Security Requirements."
- 13.2 Providers are required to ensure that all monies received for MVD operational funds are secured in locking cash registers or lockable drawers.
- 13.3 The Provider shall immediately report the discovery of any burglaries, and thefts of equipment or controlled documents and controlled products to the appropriate local law enforcement agency and the Director or Deputy Director of MVD. The Provider shall reimburse MVD for



loss of all MVD equipment or inventory regardless of reason and shall reimburse MVD for any direct or indirect loss sustained as the result of such loss.

14. RECORDS AND RECORD REPORTING:

- 14.1 All records are the property of MVD and shall be accessed by Provider and its employees for MVD business purposes only. Records, for this purpose, are defined as all documentation related to MVD daily business operations or transactions, whether the records are hand written, hard copies, originals, scans, typed, emails, or electronic documents or files regardless of physical form or characteristic. MVD shall make available to Provider access to MVD vehicle and driver record files. Such access shall be strictly limited in scope to that information needed by Provider in the conduct of Provider's MVD related business. The information obtained through such access shall be used exclusively for the services covered by this Agreement. Provider and its employees are prohibited from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.
- 14.2 The Provider shall allow only authorized Users to access the database records to obtain information necessary to perform functions and duties of the Provider. No other individual or entity shall access or otherwise utilize any information or data obtained pursuant to this Agreement for any purpose not permitted or authorized in writing by MVD. Information from the records or otherwise obtained in connection herewith shall not be provided to any individual, company, entity or agency without prior authorization in writing by MVD. Unauthorized use or dissemination of MVD information will be grounds for immediate suspension of the User pending further investigation or may result in termination of this Agreement.

15. AUDITS, INSPECTIONS AND INVESTIGATIONS:

- 15.1 The Provider's facilities/service locations, operations, and records are subject to periodic audit and inspections. TRD/MVD and TFID, through their authorized representative(s), shall conduct random inspections and audits with or without prior notice to the Provider during regular business hours to evaluate Provider's operations and to ensure compliance with this Agreement, as well as with state and federal laws, rules, and regulations. The Provider is required to maintain detailed records of all transactions performed under this Agreement for a period of three (3) years from the date the transaction is processed.
- 15.2 Authorized TRD, MVD, and TFID Representatives are entitled to make copies of all the Provider records at MVD's expense. Records used for MVD-related business, shall indicate the date, time and nature of the services rendered and shall include, but not be limited to, MVD required transaction reports, payments to MVD, balance and close out documents, daily financial records, such as deposit information, with total daily revenue summaries for the office.
- 15.3 The Provider shall keep the original records at its service locations for one (1) year. Failure to comply with the provisions of this subparagraph shall constitute a material breach of this Agreement, entitling MVD to deny access to the MVD system for transaction processing, or



suspension until further investigation by MVD Representative until corrective action is determined.

- 15.4 The Provider shall be informed in writing by MVD within ten (10) business days of an audit or inspection of any deficiencies it may have regarding compliance with applicable laws, rules, regulations and/or this Agreement that are determined to exist as a result of an audit, inspections, or failure to comply with required record maintenance. Within ten (10) business days of receiving written notification of deficiencies, the Provider shall develop a plan to correct reported deficiencies. The Provider's corrective action plan must be reviewed and approved by MVD. To ensure compliance, a secondary audit will be scheduled within fourteen (14) business days after the implementation of the approved corrective action plan. Failure of compliance at the time of the secondary audit will result in the suspension or termination of this Agreement.

16. PROVIDER COMPENSATION & TAX REQUIREMENTS:

- 16.1 Provider is entitled to no compensation under this Agreement other than that provided by statute. As compensation for operating a motor vehicle field office, Provider shall be paid in accordance with Sections 66-6-23(A) (1) and (A) (2) NMSA 1978, as that section may be amended and renumbered.
- 16.2 Provided that the reports required from Provider have been audited and accepted as required by Section 66-6-22.1, NMSA 1978, payment, less any applicable penalties, shall be made to Provider no later than the 24th day of the month following the month of collection by Provider or the date deposited to the credit of MVD, whichever is later. Payment shall be accompanied by a report that includes, at a minimum, the date range for which the payment covers, and shall be based on transactions reported to MVD by Provider.
- 16.3 Notwithstanding anything to the contrary contained herein, the Provider shall have the right to assess its own fee for each customer transaction.
- 16.4 The Provider is not subject to the provisions of the Gross Receipts and Compensating Tax Act relative to registration for, filing and paying gross receipts tax on receipts under this Agreement.

17.ASSIGNMENT

- 17.1 Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement.

18.DISCLOSURE OF INFORMATION / CONFIDENTIALITY:

- 18.1 During the term of this Agreement, and subsequent to any termination hereof, the Provider, its employees, officers, or representatives shall not disclose, distribute, make available or utilize in any manner whatsoever, any information, data, records, secrets or confidential material which was obtained during the performance of this Agreement.
- 18.2 The Provider shall not sell or disclose to any person, firm or corporation, any information regarding the persons to whom license plates, decals, registrations, licenses or identification



cards have been issued or any information of any kind tending to disclose the number thereof issued or the person(s) to whom the same were issued.

18.3 The Provider and all Users are subject to the criminal sanctions for unauthorized disclosure of confidential information found in Section 66-2-7.1(B), NMSA 1978 and the civil sanctions found in the DPPA at Title 18 U.S.C § 2724, as such statutes may be amended or renumbered.

18.4 The Provider shall further require all Users to sign an acknowledgement form acknowledging that the User will be subject to criminal and civil sanctions for unauthorized disclosure as provided above.

19.TERM:

19.1 This Agreement shall be effective on the date on which the parties duly execute it in full. This Agreement will expire on December 31, 2022 unless terminated or suspended pursuant to the terms of this Agreement.

20.SUSPENSION, REINSTATEMENT& TERMINATION:

20.1 TRD, may suspend access to any MVD data for a period of time at the discretion of the MVD Director, for violation of any material condition or obligation under this Agreement, any alleged violation of the Motor Vehicle Code and associated MVD rules and regulations, and the timely processing of MVD transactions and required remittance of MVD or TRD fees. If the Provider believes that suspension is inappropriate, the Provider may appeal the suspension in writing to the MVD Director within three (3) days of the suspension, but any such appeal does not stay the suspension. The Director's decision on the appeal will be final.

20.2 Either party may terminate this Agreement without cause upon at least thirty (30) days advance written notice to the other. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

20.3 MVD may terminate this Agreement immediately upon determining that the Provider or any of its employees, agents, contractors or representatives has:

- (1) Falsified any record or information pertaining to this Agreement.
- (2) Committed an act or omission that compromises or has the potential to compromise the integrity of TRD operations or systems.
- (3) Issued, written or produced any form of payment to TRD and said payment is returned or denied payment by any banking or credit institution, unless caused by an error or created by a third party which is not the fault of the Provider.
- (4) Failed to timely remit to TRD fees collected.

20.4 If this Agreement is terminated, the Provider shall surrender to MVD all official records, forms, documents, supplies and equipment furnished by MVD, and shall take such action as TRD shall direct for the protection, preservation, retention or transfer of all property titled to TRD and records generated under this Agreement. Any property or equipment provided to Provider shall



be returned to TRD upon termination and shall be submitted to TRD within two (2) business days after termination date of the Agreement.

The Provisions of paragraph 20.4 within this Agreement are not exclusive and do not waive TRD's other legal rights and remedies caused by Provider's default/breach of this Agreement, including referral to appropriate law enforcement agencies for criminal prosecution.

21. INSURANCE:

- 21.1 The Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or regarding activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.
- 21.2 The Provider agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Provider fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by MVD.

22. LIABILITY:

- 22.1 In no event shall MVD or its employees be liable to Provider for any direct, indirect, or consequential damage which is the result of acts of god, strikes, lockouts, riots, acts of war, epidemics, power failures, equipment or software failures, nuclear accidents or other disasters.
- 22.2 MVD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any failure of Provider to transmit or interpret the record access information accurately.

23. EMPLOYMENT STATUS:

- 23.1 The Provider, its officers, agents, representatives and employees are independent contractors performing services for MVD under this Agreement and are not employees of the State of New Mexico. Provider, its officers, agents, representatives, and employees shall not accrue leave, nor be eligible for retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

24. NEW MEXICO EMPLOYEES HEALTH COVERAGE:

- 24.1 If Provider has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, the Provider certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between the Provider and the State exceed \$250,000 dollars.



- 24.2 The Provider agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- 24.3 The Provider agrees to advise all employees of the availability of State publicly financed health care coverage program.

25. EQUAL OPPORTUNITY COMPLIANCE:

- 25.1 The Provider agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Provider assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Provider is found not to be following these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

26. SUBCONTRACTING:

- 26.1 The Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MVD.

27. DISPUTES:

27.1 In the event of a breach, the terms of this Agreement in Section 20 define the remedies of the parties. The Provider's sole remedy is specific performance on the part of MVD.

27.2 Venue of any lawsuit filed by either party against the other arising in whole or in part out of this Agreement shall be in District Court, County of Santa Fe, and State of New Mexico.

27.3 Disputes between the Provider and members of the public concerning the Provider's denial of or failure to either allow or deny any license, permit, placard or registration provided for under the Motor Vehicle Code, shall be handled by MVD in accordance with Section 66-2-17, NMSA 1978 and customers shall be so informed as necessary.

28. AMENDMENT:

28.1 This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

29. INDEMNIFICATION:

29.1 Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions relating to this Agreement including the acts, omissions, or negligent actions of the other party. Any liability incurred regarding this Agreement is subject to the immunities and



limitations of the New Mexico Tort Claims Act, NMSA 1978, and Sections 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. In the event that any action, suit or proceeding related to the services performed by the Provider or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Provider, the Provider shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the MVD by certified mail.

30. NOTICES:

30.1 All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be faxed, emailed, delivered in person or sent by mail.

30.2 The Provider shall notify the MVD Director or Deputy Director in writing thirty (30) calendar days prior to any change in either Provider's mailing address or Provider's designated contact person.

30.3 Provider designates the following individual at the following address to be its representative to receive written notices and communications, which are provided under this Agreement:

Name: Delain George
Title: Business Office Director
Mailing Address: 201 W Chaco St
Aztec, NM 87410

Physical Address: 201 W Chaco St
Aztec, NM 87410
Email: dgeorge@aztecnm.gov
Phone: (575) 334-7673

30.4 MVD designates the following individual at the following address to be its representative to receive written notices and communications, which are provided under this Agreement:

Name: Teresa Valdez
Title: Municipal Office Operations
Manager
Address: Motor Vehicle Division
1100 S St. Francis Dr.
Santa Fe, NM 87505-4147
Email: Teresa.Valdez2@state.nm.us
Phone: (505) 660-8114
Fax: (505) 476-1515



30.5 Provider shall keep MVD informed in writing of its current emergency notification address and telephone number where the Provider may be contacted in the event of an emergency. MVD shall provide similar information regarding the MVD contact.

31. SEVERABILITY:

31.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

31.2 MVD shall have no liability to the Provider if this Agreement is held to be invalid or unenforceable, in whole or in part.

32. ENTIRE AGREEMENT:

32.1 This Agreement shall be governed by the laws of the State of New Mexico and subject matter jurisdiction lies with the State of New Mexico.

32.2 This Agreement and Appendices referred to herein, incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement.

33. ENFORCEMENT OF AGREEMENT:

33.1 A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish the Provider's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

34. AUTHORITY:

34.1 If the Provider is other than a natural person, the individual(s) signing this Agreement on behalf of the Provider represents and warrants that he or she has the power and authority to bind the Provider, and that no further action, resolution, or approval from the Provider is necessary to enter into a binding contract.

(Signature page to follow)



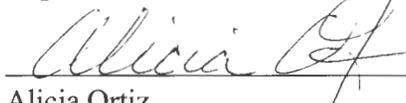
IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date on the last Signature affixed to this Agreement.

State of New Mexico Taxation and Revenue Department: Motor Vehicle Division



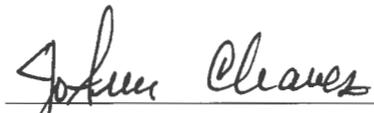
John Monforte
Cabinet Secretary.
Department of Taxation and Revenue

3-9-18
Date



Alicia Ortiz
Acting Director, Motor Vehicle Division
Department of Taxation and Revenue

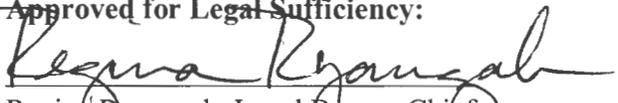
3-7-18
Date



JoAnn Chavez
Acting Administrative Services Division Director
Department of Taxation and Revenue

3/12/2018
Date

~~Approved for Legal Sufficiency:~~



Regina Ryanczak, Legal Bureau Chief
Department of Taxation and Revenue

3/9/18
Date

City/County/Village/Town:

Date

Title

Approved as to form:

City/County Attorney

Date



APPENDIX A

Mandatory Computer Requirements – Driver Services

Item	Description
1	Local Scanning Hardware/Software (1) Required per office location <ul style="list-style-type: none"> • Scanner-Fujitsu 7160 (Model FI-7160)-captures documents or equivalent • Licensing/Subscription for EMC CWC (projected cost \$350/yr.)
2	Workstation for each employee simultaneously accessing Tapestry <ul style="list-style-type: none"> • Intel Core i5 or higher • 8GB RAM • Integrated Graphics • At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA) • 500GB hard drive • Minimum 6 USB ports • Win 7 minimum OS • Internet Explorer 11 • Adobe Acrobat Reader DC Monitor – 17” or larger Mouse Keyboard
3	Printer- HP LaserJet P3015dn Printer or equivalent
4	PROVIDER must supply his or her own POS hardware and software. No Provider will use Tapestry POS hardware or software.
5	Minimum bandwidth connection to Internet <ul style="list-style-type: none"> • 1 - 4 Persons Office: 1.5Mbps • 5-10 Persons Office: 3-5Mbps • 10-20 Person Office: 5-15Mbps
ADDITIONAL REQUIREMENTS NEEDED – Providers Qualified to Produce Credentials	



1	TRD-specified Camera Station
2	TRD-specified Eye Testing Machine(s)

Mandatory Computer Requirements – Vehicle/Vessel Services

Item	Description
1	<p>Local Scanning Hardware/Software</p> <p>(2) Required per office location</p> <ul style="list-style-type: none"> • Scanner-Fujitsu 7160 (Model FI-7160)-captures documents or equivalent • Licensing/Subscription for EMC CWC (projected cost \$350/yr.)
2	<p>Workstation for each employee simultaneously accessing Tapestry</p> <ul style="list-style-type: none"> • Intel Core i5 or higher • 8GB RAM • Integrated Graphics • At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA) • 500GB hard drive • Minimum 4 USB ports • Win 7 minimum OS • Internet Explorer 11 • Adobe Acrobat Reader DC <p>Monitor – 17” or larger</p> <p>Mouse</p> <p>Keyboard</p>
3	Printer- HP LaserJet P3015dn Printer or equivalent
4	<p>PROVIDER must supply his or her own POS hardware and software.</p> <p>No Provider will use Tapestry POS hardware or software.</p>
5	<p>Minimum bandwidth connection to Internet</p> <ul style="list-style-type: none"> • 1 Person Office: 1.5Mbps • 5-10 Person Office: 3-5Mbps • 10-20 Person Office: 5-15Mbps



APPENDIX B

MANDATORY Requirements

Providers Qualified by MVD to Perform Driver Transactions

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Provider must commit to obtaining\providing the following:

Item	Description
1	<p>Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of Company, its officers, agents, representatives, employees or contractors</p> <p>1 – 5,000 Transactions/year amount of bond: \$125,000</p> <p>5,001 – 15,000 Transactions/year amount of bond: \$250,000</p> <p>15,001 and over Transactions/year amount of bond: \$500,000</p> <p>A Provider performing more than one Type of Transactions (Driver, Vehicle, Vessel, and/or Driver Education) need only obtain one bond for the corporation/partnership.</p> <p>A Provider possessing current insurance or bond coverage for all these aspects, need only add MVD as a named party.</p> <p>Providers without blanket coverage including the above listed events can obtain multiple bonds or insurance policies. Bonds are preferred. When coverage is split into different policies or bonds, each policy or bond must be for the minimum amount of coverage the Provider must cover, given the Provider’s transaction volume.</p>



APPENDIX C

MANDATORY Requirements for Providers

Qualified by MVD to Perform Vehicle & Vessel Transactions

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Provider must commit to obtaining\providing the following:

Item	Description
1	<p>Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of Company, its officers, agents, representatives, employees or contractors</p> <p>1 – 5,000 Transactions/year amount of bond: \$125,000</p> <p>5,001 – 15,000 Transactions/year amount of bond: \$250,000</p> <p>15,001 and over Transactions/year amount of bond: \$500,000</p> <p>A Provider performing more than one Type of Transactions (Driver, Vehicle, Vessel, and/or Driver Education) need only obtain one bond for the corporation/partnership.</p> <p>A Provider possessing current insurance or bond coverage for all these aspects, need only add MVD as a loss payee.</p> <p>Providers without blanket coverage including the above listed events can obtain multiple bonds or insurance policies. Bonds are preferred. Coverage that is split into different policies or bonds, each policy or bond must be for the minimum amount of coverage the Provider must cover, given the Provider's transaction volume.</p>
2	<p>VIN Inspection Bond of \$30,000 per VIN inspector required, unless the VIN inspectors are already under the blanket coverage of the corporation.</p>



APPENDIX D

MANDATORY Minimum-Security Requirements

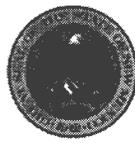
In addition to Security Requirements listed in the Agreement, Provider must also comply with the following, depending on the type of transactions the Provider has been authorized by MVD to perform:

Providers Approved for Driver and or Vehicle/Vessel Services Only	
Item	Description
1	A Separate, unique email box for each Provider employee performing Tapestry transactions. The sharing or disclosure of user IDs or logon credentials is PROHIBITED.
2	Any computing devices connected to MVD systems are required to have up-to-date system updates and antivirus/antimalware installed, full disk encryption is also recommended. The use of removable media is prohibited unless approved by MVD and should be encrypted. Further instructions for implementing minimal required security controls can be found here: http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf Definitions for removable media - USB port devices (external hard drive), Compact Discs (CDs), Digital Versatile Discs (DVDs), USB flash/thumb drives, handheld wireless devices, media device, camera, audio recording device, and any other existing or future mobile storage device. Documentation on encryption standards can be found at: http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf
3	Any computing devices including Provider networking devices (routers, switches, firewalls) used for connecting to MVD System such as Tapestry must use strong, complex password including one capital, one number, and one special character. Default, simple out of the box passwords should be changed or disabled.
4	When a device with a hard drive or other storage medium including copier/scanner is no longer needed, the data contained is to be deleted and the storage medium destroyed. Guidelines on how this removal can be accomplished can be found at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf This process should be documented and reported to MVD.
5	Any sensitive PII obtained under this contract shall be removed from the Provider-owned information technology assets upon termination or expiration of the Provider agreement. Guidelines on how this removal can be accomplished can be found at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf This process should be documented and reported to MVD.
6	The Provider agrees that in the event of any actual or suspected breach of PII (i.e. loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic.) will be reported to MVD and to TRD CSO within 24 hours of its discovery.
7	The Provider should ensure any computing devices connected to MVD system such as Tapestry should be physically secured to prevent unauthorized removal or theft.



8	Providers must not email Personally Identifiable Information (PII) to prevent disclosure.
9	Users must not save their password in the Internet Web Browser.

Appendix E



MVD MISSION AND CORE VALUES

MVD Mission:

Outstanding service to the motoring public- every customer, every transaction, every time.

MVD Vision:

National excellence in motor vehicle services and operations.

MVD Core Values:

- To take care of our customers by taking care of our staff.
- To provide a supportive and professional work environment with a focus on teamwork, documented policies and procedures, accountability, person responsibility, employee development, and good communication.
- To provide quality customer services that is consistent, timely, accurate, confidential, efficient, and professional.
- To value our customers' time by minimizing field office, wait times, and by providing alternative service delivery channels which eliminate the need to wait in line.
- To minimize fraud and opportunities for identity theft.
- To meet state and federal requirements with budget parameters.

Provider's signature

Date

Aztec MVD Municipal Office
 Limited Scope Audit Table
 Aztec

Laura Wade

07/06/16

Category	Rating
Contract Expiration Date	
5/24/2018	5.00
Employees	
Employee Background	5.00
Training	4.00
Vehicle Transactions	
First Time Title and Registration	N/A
Excise Vehicle Tax	4.00
First Time Driver Applications	N/A
Temporary Permits/VRS	5.00
VIN Inspections	5.00
MVD Consumable Inventory, Storage and Security	4.00
Voids	5.00
Financial Transactions	
Incoming Mail Remittance Process	4.00
Close-Out and Balance Procedures	4.00
Daily Payment Remittance	5.00
Surety Bond and Insurance Coverage	5.00
Security	
IT	3.00
Physical	4.25
Scope Expansion	
N/A	N/A
N/A	N/A
N/A	N/A
Overall Rating for Municipal Office	4.45

Rating Legend

1 - Unsatisfactory
 3 - Needs Improvement
 5 - Satisfactory

TAXATION & REVENUE
 NEW MEXICO

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT

MUNICIPAL OR COUNTY MOTOR VEHICLE SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the provisions of Section 66-2-14, NMSA 1978 by and between the State of New Mexico, Taxation and Revenue Department (TRD), Motor Vehicle Division (MVD) and the City/County/Village known as CITY OF AZTEC, (hereinafter "Provider").

1. PURPOSE: For the purpose of effecting economy in carrying out the functions of MVD and of providing necessary services to the people of the State of New Mexico, Section 66-2-14, NMSA 1978 authorizes the TRD secretary to appoint agents to act on behalf of MVD to perform certain functions of MVD. Under this authority, MVD hereby appoints Provider to perform certain services on behalf of MVD, and Provider accepts this appointment, subject to the provisions of this Agreement.

2. DEFINITIONS: The following terms, phrases and acronyms, as used in this Agreement, are defined.

2.1 "Authorized MVD Representative" means an employee of MVD, TFID, TRD, or another agency of the State of New Mexico who has been authorized, either by their job classification or in writing by the MVD Director or delegate, to inspect, audit, observe, or otherwise review the operations and records of Provider.

2.2 "Confidential information" means personal information about an individual obtained by MVD or Provider in connection with a person's motor vehicle information pursuant to the Motor Vehicle Code, that may not be released pursuant to Section 66-2-7.1, NMSA 1978 or the DPPA.

2.3 "Data" means any type of motor vehicle information required by federal or New Mexico statute to be obtained by MVD and maintained in the MVD database.

2.4 "Department" means the New Mexico Taxation and Revenue Department.

2.5 "DPPA" means the Driver's Privacy Protection Act of 1994 (18 U.S.C. §§ 2721-2725).

2.6 "fee" means the amount charged as established by law for various MVD transactions.

2.7 "HIN Inspection" means the physical verification of the Hull Identification Number affixed to a vessel.

RECEIVED
MAY 18 2010

BY [Signature]

2.8 "Motor Vehicle Information" means any information obtained and maintained pertaining to identification cards, driver licenses, permits, disabled placards, and motor vehicle or vessel title and registration.

2.9 "MVD" means the Motor Vehicle Division of the New Mexico Taxation and Revenue Department.

2.10 "Product" or "Products" means tangible items such as license plates, title documents, registration stickers, driver licenses, or permits that are delivered to a customer as a result of completing a transaction with Provider.

2.11 "Services" means the act or process of completing a customer's vehicle, vessel, or driver transactions.

2.12 "Tax Fraud Investigation Division" of "TFID" means that unit of TRD charged with investigative powers and duties.

2.13 "Transaction" means all operations completed at one time during a customer's single visit to Provider.

2.14 "TRD" means the New Mexico Taxation and Revenue Department.

2.15 "User" means Provider or any person employed by Provider who has access to MVD data, who performs tasks to deliver MVD products or services, or who has access to MVD forms, documents, equipment, or inventory.

2.16 "VIN Inspection" means the physical verification, performed by a certified VIN inspector, of the Vehicle Identification Number (VIN) affixed to a motor vehicle.

3. SCOPE OF WORK: The following services, actions or transactions are delegated to Provider:

3.1 Vehicle Services: Register and title vehicles and/or vessels under the provisions of Chapter 66, NMSA 1978, as amended or renumbered, and remit the daily transaction records and documentation to MVD as required.

3.2 Driver Services: Accept applications for, administer required written and/or skills tests, and issue driver licenses, permits, disabled placards and identification cards under the provisions of Chapter 66, NMSA 1978, as amended or renumbered, and remit the daily transaction records and documentation to MVD as required.

3.3 Financial Responsibilities: Collect all fees, taxes and other charges provided by law under Chapter 7, Articles 14 and 14A, and Chapter 66, NMSA 1978, as amended or renumbered, and remit those fees, taxes and charges to MVD, using an attestation of accuracy, no later than the close of the next business day following the transaction or revenue collection, through electronic funds transfer (EFT) or deposit to a local TRD-approved account under the provisions of Section 66-2-15, NMSA 1978, as amended or renumbered. Provider shall remit all

administrative fees imposed pursuant to Section 66-2-16, NMSA 1978 in the manner established by MVD. If Provider undercharges the customer, the Provider is responsible for timely remitting the correct amount to MVD. If Provider overcharges the customer, the Provider must remit to MVD the amount collected from the customer and the customer will need to file a claim for refund with MVD in order to be reimbursed the amount overcharged by the Provider. The Provider shall pay TRD a penalty of twenty dollars (\$20) for each payment it presents to TRD that is not honored by the drawee financial institution.

3.3.1 If Provider opts to remit fees, taxes and charges to MVD through EFT, Provider may accept personal, business checks, debit, or credit card payments from its customers. Remittances shall be made within one (1) business day of the financial transaction, unless there is an unavoidable delay due to system failure caused by MVD and MVD has been notified and approved delay in remittance.

3.3.2 If Provider opts to remit fees, taxes and charges to MVD through EFT, Provider shall be responsible for all monies received from its customers in payment of taxes and fees. If Provider accepts checks, drafts or other negotiable paper, Provider shall be held responsible for the payment thereof.

3.3.3 If Provider opts to remit fees, taxes and charges to MVD through deposit to a local TRD-approved account, Provider may accept personal, business checks, debit, or credit card payments from its customers and MVD shall be liable for any check returned for insufficient funds or any other dishonor.

3.3.4 Regardless of whether Provider opts to remit fees, taxes and charges to MVD through EFT or deposit to a local TRD-approved account, Provider shall pay MVD a penalty for all such fees, taxes and other charges which are not transferred to MVD no later than the close of the next business day following the transaction. For each day that such transfers are late, the penalty shall be ten percent (10%) of the amount due, up to a maximum of thirty percent (30%) on the third day and thereafter. This penalty may be withheld from MVD distributions to Provider.

3.4 VIN/HIN Inspections: Certified inspectors, employed by Provider, may perform vehicle and vessel inspections only at Provider's location if they are bonded separately from the basic Provider bonding requirements. Certified law enforcement and department VIN/HIN inspectors may also perform VIN/HIN inspections at the Provider's location.

4. PROVIDER QUALIFICATIONS: Provider must meet the following minimum qualifications:

4.1 No person shall be eligible to be a Provider, an employee of a Provider, or be able to continue in that capacity if the person has been convicted of any felony charge, or has been convicted of any crime involving administration of the Motor Vehicle Code, dishonesty or making a false statement within the previous ten years;

4.2 Any governmental entity that has had a history of corruption or had operated an MVD office in the past, which was closed due to fraud, misappropriation, or similar prohibited activities, shall be permitted to operate as a provider only after a thorough evaluation of the governmental entity to include its officers and the employees to be assigned MVD duties. Final approval shall be coordinated between the TRD Cabinet Secretary, and the MVD Director.

5. RESPONSIBILITIES AND REQUIREMENTS OF PROVIDER

5.1. GENERAL

5.1.1 Provider shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, in the operation of the business, including, but not limited to, the federal Americans with Disabilities Act of 1990, the New Mexico Human Rights Act, Sections 28-1-1, et seq., NMSA 1978, the federal Occupational Safety and Health Act of 1970, the New Mexico Occupational Safety and Health Act, Sections 50-9-1, et seq., NMA 1978 and the federal Civil Rights Act of 1964.

5.1.2 Provider and employees of Provider who work on MVD matters are not employees of the State of New Mexico. Neither Provider nor its employees shall represent that Provider or Provider's employees are employed by or are a subdivision of MVD or the State of New Mexico.

5.1.3 Within thirty (30) calendar days after signing this Agreement, Provider, at its own expense, shall procure a rider to its blanket coverage bond, to include both surety coverage and Employee Dishonesty coverage in the amount of One Hundred Thousand (\$100,000), naming the State of New Mexico, MVD as the bondholder and Loss Payee and containing a provision that requires the bonding company to immediately report any delinquency, default or cancellation of bond coverage to the Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296. The amount of these bonds may be increased at MVD's sole discretion. In the event MVD increases any bond amount, Provider shall provide MVD with proof of compliance within five (5) business days after being notified by MVD of the increase in bonding amount.

5.1.4 Provider shall prepare detailed daily reports of all transactions conducted and revenues collected for services rendered by Provider pursuant to this Agreement, in a form and format authorized by MVD, and Provider shall submit those reports to MVD no later than the close of the next business day following the transaction. MVD shall, at MVD's expense, provide Provider with pre-addressed, postage prepaid envelopes that Provider may use in order to mail the daily reports to MVD.

Provider shall prepare copies of source documents used to facilitate certain transactions in a report form and format required by MVD and in accordance with applicable MVD policies and procedures. Provider shall submit those reports to TFID or MVD as required no later than the close of the next business day following the transaction. MVD may require the Provider to scan documents on equipment which will be provided by MVD. MVD shall, at MVD's expense, provide Provider with pre-addressed, postage prepaid envelopes that Provider may use in order to mail the daily reports to TFID or MVD as required.

5.1.5 MVD will provide, maintain and repair computers, printers, camera equipment and network connectivity, including hardware and circuits necessary to perform driver and vehicle transactions. Provider agrees to use only MVD approved software for performing vehicle or driver transactions. Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data. Provider shall provide utilities, office space, employees, and general office supplies to include fax machines, copiers and other items not specified herein necessary to provide services under this Agreement. Provider is responsible for all costs of providing and maintaining such equipment, and connections, regardless of whether the cost is a one-time or recurring cost, except as may be further specified in this Agreement. Provider shall provide and maintain, at Provider's expense, any and all other equipment necessary for the running of Provider's MVD office. All equipment and communications must meet the minimum standards established by MVD.

5.1.6 After the initial installation of computer equipment, if the equipment is moved at the request of Provider, Provider must reimburse TRD for TRD's cost of employee time and travel expense spent moving the computer equipment. Provider agrees to properly pack the computer equipment for moving.

5.1.7 Provider shall not sell or transfer data obtained from MVD or on MVD'S behalf to any third party unless authorized in writing by MVD.

5.1.8 MVD may establish quality performance standards. MVD will keep Provider advised of these standards and of any change made in the standards from time to time. If Provider does not meet these standards, MVD may charge Provider the costs incurred by MVD for MVD employee time and travel expenses for correcting Provider errors.

5.1.9 Provider shall report any violation of the terms of this Agreement, including violation of applicable laws, rules, or regulations, and potentially illegal incidents, acts or omissions of its employees or customers which relate to the services provided herein to a Deputy Director of MVD within twenty-four (24) hours of learning of the same. This provision includes, but is not limited to, reporting of any attempt to bribe an employee, potential customer fraud, any breach of confidentiality of MVD data resources, any misuse of MVD inventory, any breach of testing integrity, and any criminal misconduct, including violation of motor vehicle laws, of or by its personnel.

5.1.10 MVD shall provide any special equipment required for Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment or kiosks. Standard printers, copiers and fax machines are specifically not included

5.2 BACKGROUND INVESTIGATIONS

5.2.1 Provider agrees to assist MVD, or any Authorized MVD Representative in conducting a background investigation on all Users and employees of Provider who work on MVD matters. Provider shall pay the cost of the background investigations. These investigations shall include, at a minimum:

5.2.1.1 Criminal record history, as provided by the New Mexico Department of Public Safety and as provided by law;

5.2.1.2 Court record history;

5.2.1.3 Work history;

5.2.1.4 Tax compliance history (New Mexico and federal);

5.2.1.5 Driving history.

5.3 PROVIDER PERSONNEL

5.3.1 Provider is fully responsible for the acts or omissions of Provider and its employees in the performance of the services Provider provides under this Agreement.

5.3.2 Provider shall not hire or engage the services of any current employee of the Department unless Provider has first notified the Director or a Deputy Director of MVD.

5.3.3 Provider shall not employ any individual to provide MVD services if the individual has a conviction within the last ten years for fraud, theft, bribery, making false statements, or any crime involving dishonesty.

5.3.4 Provider shall not, without written permission from MVD, employ any individual to provide MVD services if the individual has been subject to disciplinary action within the last ten years for alleged fraud, theft, bribery, making false statements or any crime involving dishonesty during the course of employment.

5.3.5 Provider shall immediately suspend any employee from access to MVD products and service delivery upon notification from MVD or TRD that a criminal or administrative investigation has been initiated with regard to that individual.

5.3.6 Provider shall notify an MVD Deputy Director of the separation of any employee from its employment within twenty-four (24) hours.

5.3.7 Provider shall notify an MVD Deputy Director in writing within two (2) business days of an arrest, on any charge, of any of Provider's Users.

5.3.8 Provider shall maintain an accurate roster of all Provider personnel working on MVD matters. The roster shall contain the name, address, date of birth, date of hire, social security number, home telephone number, and work schedule of such personnel. The roster shall also contain the date that Provider performed the background investigation of Section 5.2.1, above, pertaining to each member of Provider's personnel who works on MVD matters or has access to Motor Vehicle Information. Provider shall maintain the personnel roster on site in a secure location and it shall be accessible to Authorized MVD Representative(s) upon request. Provider shall provide a current roster to an MVD Deputy Director by the 5th workday of every January and July. The roster may be provided to an MVD Deputy Director via mail, fax, or e-mail. Provider shall verify with an MVD Deputy Director that the roster has been received by MVD.

5.4 TRAINING

5.4.1 Training plans developed by Provider pertaining to MVD matters may be reviewed and approved by MVD to ensure correctness of material and to ensure standardization of training information among other municipal or county entities that provide MVD services.

5.4.2 Provider shall maintain training records for all employees working on MVD matters. Records shall include all basic, advanced, or remedial instruction provided to the employee by MVD or by Provider. Training records shall be maintained on site and made available to Authorized MVD Representatives upon request.

5.4.3 All employees of Provider who work on MVD matters shall attend training sessions as required by MVD. Except as provided for in paragraph 7.4, all wages, costs and other expenses for Provider and its employees, including travel, lodging and meal costs shall be borne by Provider.

5.4.4 Provider agrees to comply with MVD requests that any named Provider employee complete required MVD training within a timeframe set by MVD.

5.4.5 All employees of Provider who work on MVD matters must successfully complete a basic course on MVD policies, procedures, processes and software, including training on system access and transaction completion, before being allowed to process driver or vehicle transactions.

5.4.6 Provider shall comply with, and train employees on the confidentiality provisions contained in Section 66-2-7.1, NMSA 1978 and also in the DPPA.

5.4.7 Provider shall establish and adhere to a timely distribution and training procedure for written materials and instructions forwarded to Provider by MVD.

5.5 AUDITS AND INSPECTIONS

5.5.1 All Provider service locations are subject to periodic audits and inspections without prior notice by TRD/ MVD, including but not limited to TFID and Authorized MVD and TFID Representatives, at any time and from time to time, in the sole discretion of MVD, to evaluate the Provider's operations to ensure compliance with this Agreement, as well as with state and federal laws, rules, and regulations. The Provider shall maintain detailed records of all transactions performed under this Agreement for a period of three (3) years from the date the transaction is processed. Authorized TRD, MVD and TFID Representatives are entitled to make copies of all Provider records at Provider's expense. Records including bank records for accounts used for MVD-related business, shall indicate the date, time and nature of the services rendered and shall include, but not be limited to, MVD required transaction reports, payments to MVD, balance and close out documents and daily financial records, such as bank deposit information with daily revenue summaries for the office total. The Provider shall also maintain a copy of all original documents required to be or actually submitted to MVD. Failure to comply with the provisions of this subparagraph shall constitute a material breach of this Agreement, entitling MVD to disallow access to the MVD system for transaction processing or to pursue any of the remedies provided in Paragraph 12 below.

5.5.2 Provider shall be informed in writing of any deficiencies with applicable laws, rules, regulations and/or this Agreement that are determined to exist as a result of audit and inspection procedures. Within ten (10) business days Agent shall develop for MVD's review and approval a plan and a timeline to correct reported deficiencies. Failure to adhere to the MVD approved plan and timeline shall constitute a material breach of this Agreement, entitling MVD to disallow Provider's access to the MVD system for transaction processing or to pursue any of the remedies provided in Paragraph 12 below.

5.5.3 Provider shall inform all employees, agents and contractors in writing that they are authorized to report violations of applicable laws, rules, regulations, or conditions of this Agreement directly to the TFID of TRD.

5.6 INVENTORY AND SUPPLIES

5.6.1 Provider shall, at all times, maintain an accurate inventory of supplies and resources that have been provided by MVD as well as other MVD required resources. MVD shall provide a list of items to be inventoried by Provider, and a format for Provider to follow.

5.6.2 Provider shall conduct a physical count at the beginning of each workday of items to be inventoried. Any discrepancies shall be reported to an MVD Deputy Director on the same day of the discovery.

5.6.3 Provider shall initiate an investigation to determine the cause of each inventory discrepancy. A written report of inventory discrepancy investigations shall be submitted to the TFID and an MVD Deputy Director upon completion.

5.6.4 Provider shall maintain a record of ordered inventory, received inventory, inventory used, and inventory discrepancy reports. Inventory records shall be maintained on site and made available to Authorized MVD Representatives upon request. Records shall be retained in accordance with Provider record retention requirements and/or MVD record retention requirements. In no case will records be destroyed without MVD approval.

5.7 SECURITY

5.7.1 Provider shall implement a physical security plan for each business location that eliminates or reduces the potential for loss of MVD inventory or improper access to MVD data systems. The security plan shall at a minimum include:

- 5.7.1.1 Appropriate locks for exterior and interior doors, roof hatches and windows.
- 5.7.1.2 Documented key access control.
- 5.7.1.3 Secure cash registers or locking drawers for operational funds and monies received.
- 5.7.1.4 A safe, lockable room, or secured locking cabinet for MVD funds and inventory.
- 5.1.7.5 Computer system security measures as required by TRD.

5.7.2 Provider shall ensure that only authorized Users have access to any driver licenses, identification cards, validation plates, stickers, titles or other equipment or supplies.

5.7.3 Provider shall immediately report the discovery of any theft, burglary, or loss of equipment or controlled documents or products to the appropriate local law enforcement agency and the Deputy Director of MVD.

5.7.4 Provider shall reimburse MVD for any loss of MVD equipment or inventory and agrees to reimburse MVD for any direct or indirect loss sustained as the result of such loss.

5.8 USER IDENTITY MANAGEMENT

5.8.1 Provider, and its Office Manager, Supervisor(s) and each employee of Provider who works on MVD matters shall be assigned a unique set of system access codes that identifies the User and the User's permissible actions within the MVD transaction applications. This assignment of codes shall be made by the Department upon completion of a request for a User ID by each individual. Provider shall ensure that access codes are properly used and secured. Provider shall immediately change codes upon notice from MVD.

5.8.2 Each employee shall be assigned a unique password. Provider shall ensure that passwords are not shared among employees or disclosed. Upon separation from employment, Provider shall notify MVD in writing within twenty four (24) hours that the password can be deactivated by MVD. Any violation of this provision shall be grounds for suspension or termination pursuant to Paragraph 12 below.

6. FACILITY: Provider shall maintain a facility open to the public that meets the following criteria:

6.1 Provider shall provide adequate facilities for the delivery of MVD products and services. The facility shall be evaluated and approved by MVD prior to Provider finalizing any decision on use of that facility as an MVD facility.

6.2 MVD shall evaluate Provider's proposed facility based on certain factors, including but not limited to the following:

6.2.1 Location based on demonstrated public need or market analysis.

6.2.2 Office facilities, including lighting, air conditioning, heating, and ventilation that meet the standards of the local community.

6.2.3 Parking, including disability parking as prescribed by law, adequate for projected customer demand.

6.2.4 Waiting area adequate for projected customer demand.

6.2.5 Restroom facilities adequate for public and employee demand. When possible, separate restrooms for gender and for employees and customers will be available.

6.2.6 Testing area providing adequate security and monitoring.

6.2.7 Exterior and interior security as required by state and local laws, and this agreement.

6.2.8 Employee work stations meeting OSHA and professional office standards.

6.3 Provider's entire facility shall be smoke-free.

6.4 Provider's entire facility and parking area shall be in compliance with the federal Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq., as amended.

6.5 Provider shall, at all times, provide MVD with a copy of the current lease or rental agreement for the facility, and all amendments thereto.

6.6 Provider shall not allow members of the public or Provider's personnel to post, advertise, or display any printed materials, pictures, or photographs that support, endorse, promote or oppose political, religious, or offensive causes.

6.7 Provider's facilities shall be well marked, with adequate signs to permit potential customers to locate the facility conveniently, and as may be directed by MVD.

6.8 Provider shall open and maintain its office within the location agreed to by MVD. Provider shall not move the site to another location without the advance written consent of MVD.

6.9 If Provider does not own the facility chosen, this Agreement is contingent upon Provider maintaining in force during the entire contract period a lease or sublease that extends by its terms to the end of the contract period of this Agreement.

6.10 Provider shall adopt a facility maintenance plan acceptable to MVD. Provider shall be responsible for assuring that the interior and exterior of the facility premises are maintained in a clean, safe and attractive condition at all times.

6.11 The facility maintenance plan shall, at minimum, provide that carpets and floors be professionally cleaned as needed and no less than once per year and that the walls be maintained at all times and be repainted as needed during the term of this Agreement.

6.12 Provider shall provide a secure location for computer equipment, printers, all data and other sensitive information so that the public or unauthorized personnel are prohibited or prevented from accessing or viewing confidential information.

6.13 Provider shall prominently display, on the premises and clearly visible to the public, a sign no less than two feet by two feet with the following language:

"This Motor Vehicle Division office is operated by City/County/Village of (Provider Name) under an agreement with the Motor Vehicle Division of the Taxation and Revenue Department. Comments regarding service or other concerns should be directed to (Name of Provider's designee, address and telephone number) or to Director, Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296."

7. RESPONSIBILITIES OF MVD

7.1 MVD shall provide all necessary controlled products and documents to enable Provider to perform those actions or transactions specified by this Agreement. Such products and documents may include by way of example, but without limitation, application forms, title documents, license plates and registration stickers. Such official products and documents specifically do not include customary office supplies and equipment, such as copy paper, pens, pencils, paper clips or tape and the like.

7.2 MVD shall, at MVD's expense, provide Provider with pre-addressed, postage prepaid envelopes that Provider may use in order to mail the daily reports required by Paragraph 5.1.4 of this Agreement to MVD.

7.3 MVD shall provide and support MVD software to enable Provider to perform those actions and transactions specified in this Agreement.

7.4 MVD shall provide appropriate user documentation, information and training to Provider's employees on applicable statute, regulation, policy and procedure.

7.5 MVD shall provide initial system/application training, when Provider's MVD office is opened or when new systems or applications are implemented, to Provider and Provider's employees. The costs of developing and presenting this initial training shall be borne by MVD.

7.6 MVD shall provide any special equipment required by Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment or kiosks. Standard printers, copiers and fax machines are specifically not included.

7.7 MVD shall promptly advise Provider of system/application down-time, whether scheduled or not, to the extent MVD has or obtains knowledge of such down-time.

7.8 MVD agrees to advise Provider in advance of any scheduled system enhancements and/or software upgrades of which MVD is aware

8. ELECTRONIC RECORDS AND ELECTRONIC REPORTING

8.1 Records are the property of MVD and shall be accessed by Provider and its employees for MVD business purposes only. For purposes of this Agreement, "records" means all documentation, regardless of physical form or characteristic, created in conjunction with the transaction of MVD business.

8.2 MVD shall make available to Provider access to MVD vehicle and driver record files. Such access shall be strictly limited in scope to that information needed by Provider in the conduct of Provider's MVD related business. The information obtained through such access shall be used exclusively for the services covered by this Agreement, and Provider and its employees are prohibited from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.

8.3 Provider shall allow only authorized Users to access the database records to obtain information necessary to perform functions and duties of Provider. No other individual or entity shall access or otherwise utilize any information or data obtained pursuant to this Agreement for any purpose not permitted or authorized in writing by MVD. Information from the records or otherwise obtained in connection herewith shall not be provided to any individual, company, entity or agency without prior authorization in writing by MVD.

9. PROVIDER COMPENSATION

9.1 As compensation for operating a motor vehicle field office, Provider shall be paid in accordance with Sections 66-6-23(A)(1) and (A)(2) NMSA 1978, as that section may be amended and renumbered.

9.2 Provided that the reports required from the Provider have been audited and accepted as required by Section 66-6-22.1, NMSA 1978, payment, less any applicable penalties, shall be made to Provider no later than the 24th day of the month following the month of collection by Provider or the date deposited to the credit of MVD, whichever is later. Payment shall be based on transactions reported to MVD.

9.3 Provider is entitled to no compensation under this Agreement other than that provided by statute.

10. DISCLOSURE OF INFORMATION / CONFIDENTIALITY

10.1 During the term of this Agreement, and subsequent to any termination hereof, Provider, its employees, officers, or representatives shall not disclose, distribute, make available or utilize in any manner whatsoever, any information, data, records, secrets or confidential material which was obtained in the course of performing this Agreement.

10.2 Provider shall not sell or disclose to any person, firm or corporation, any information regarding the persons to whom license plates, decals, registrations, licenses or identification cards have been issued or any information of any kind tending to disclose the number thereof issued or the person(s) to whom the same were issued.

10.3 Provider and all Users are bound by and subject to the criminal sanctions for unauthorized disclosure of confidential information found in Section 66-2-7.1(B), NMSA 1978 and the civil sanctions found in the DPPA at 18 U.S.C § 2724, as such statutes may be amended or renumbered. Provider shall further require all Users to sign an acknowledgement form acknowledging that the User will be subject to criminal and civil sanctions for unauthorized disclosure as provided above.

11. TERM OF AGREEMENT

11.1 This Agreement shall be for a term of four (4) years, commencing from the date when all required signatures and approvals are obtained and affixed, unless a different date is specified.

11.2 This Agreement may be renewed for an additional four (4) year term at the option of MVD.

12. TERMINATION; SUSPENSION

12.1 Either party may terminate this Agreement, with or without cause, on sixty (60) days advance written notice to the other. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

12.2 Notwithstanding Paragraph 12.1, above, MVD may terminate or suspend this Agreement immediately, and without notice, if MVD determines that Provider is operating in violation of any statute, regulation, policy or procedure or if it fails to remit fees or reports required by this Agreement. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

13. LIABILITY

13.1 MVD shall not be responsible for any omissions, additions or errors in the records furnished by MVD or for any use or misuse of the information by Provider or its employees.

13.2 Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

13.3 In no event shall MVD or its employees be liable to Provider for any direct, indirect, or consequential damage which is the result of acts of god, strikes, lockouts, riots, acts of war, epidemics, power failures, equipment or software failures, nuclear accidents or other disasters.

13.4 MVD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any failure of Provider to transmit or interpret the record access information accurately.

14. INSURANCE

14.1 Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or in connection with activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.

15. EMPLOYMENT STATUS

15.1 Provider, its officers, agents, representatives and employees are independent contractors performing services for MVD under this Agreement and are not employees of the State of New Mexico.

15.2 Provider, its officers, agents, representatives and employees shall not accrue leave, nor be eligible for retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

16. ASSIGNMENT

16.1 Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the prior written approval of MVD.

17. SUBCONTRACTING

17.1 Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MVD.

18. NOTICES

18.1 All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be faxed, emailed, delivered in person or sent by mail.

18.2 Provider designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: KATHY LAMB Title: FINANCE DIRECTOR
Address: 201 W CHACO Phone: 5053347653 Fax: 5053347649
City: AZTEC State: NM Zip: 87410
Email Address: klamb@aztecnm.gov

18.3 Provider shall notify the MVD Deputy Director in writing thirty (30) calendar days prior to any change in either the Provider's mailing address or Provider's designated contact person.

18.4 MVD designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: Angel Martinez Title: Chief of MVD Partner Management Unit

Address: Motor Vehicle Division
P.O. Box 10168
Santa Fe, NM 87504-10168
Phone: (505) 827-0722 Fax: (505) 476-1707
Email Address: angel.martinez@state.nm.us

18.5 Provider shall keep MVD informed in writing of its current emergency notification address and telephone number where Provider may be contacted in the event of an emergency. MVD shall provide similar information with regard to the MVD contact.

19. DISPUTES

19.1 In the event of a breach, the remedies of the parties are defined by the terms of this Agreement. Provider's sole remedy is specific performance on the part of MVD.

19.2 Venue of any lawsuit filed by either party against the other arising in whole or in part out of this Agreement shall be in District Court, County of Santa Fe, State of New Mexico.

19.3 Disputes between Provider and members of the public concerning Provider's denial of or failure to either allow or deny any license, permit, placard or registration provided for under the Motor Vehicle Code, shall be handled by MVD in accordance with Section 66-2-17, NMSA 1978 and customers shall be so informed as necessary.

20. SEVERABILITY

20.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20.2 MVD shall have no liability to Provider on account of this Agreement being held invalid or unenforceable, in whole or in part.

21. AMENDMENT

21.0 This Agreement may be modified or amended, but only if the amendment is made in writing and is signed by both parties.

22. MISCELLANEOUS

22.1 This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement.

22.2 Provider is not subject to the provisions of the Gross Receipts and Compensating Tax Act relative to registration for, filing and paying gross receipts tax on receipts under this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT**

By: [Signature]

Title: secretary

Date: 5/20/10

MOTOR VEHICLE DIVISION

By: [Signature]

Title: _____

Date: 5/18/10

TRD LEGAL SERVICES BUREAU

Reviewed by: [Signature]

Title: staff attorney

Date: 5/24/10

PROVIDER

By: [Signature]

Title: Sally Burbridge
Mayor, City of Aztec

Date: May 11, 2010

Accepted by action of the City/County/Village Council this 11th day of May, 2010

[Signature]

City/County/Village Clerk Rebecca Howard

Approved as to form

[Signature]
LARRY T. THROWER, ATTORNEY, CITY OF AZTEC



STATE OF NEW MEXICO

Taxation and Revenue Department

An Equal Opportunity Employer

Susana Martinez
Governor

May 27, 2014

Demesia Padilla, CPA
Cabinet Secretary

John Monforte
Deputy Secretary

City of Aztec
Delain George, Aztec MVD/Utility Business Office Director
201 W Chaco
Aztec NM 87410

DIVISIONS

Office of the Secretary
(505) 827-0341

Administrative Services
(505) 827-0369

Audit and Compliance
(505) 827-0900

Motor Vehicle Division
(505) 827-2296

Property Tax
(505) 827-0870

Revenue Processing
(505) 827-0800

Tax Fraud Investigations
(505) 841-654

Subject: Municipal or County Motor Vehicle Service Provider Agreement

Dear Ms. George,

Enclosed is the Executed Municipal Motor Vehicle Service Provider Agreement for your records. This agreement has been extended thru May 25, 2018.

If you have any questions, regarding your contract, please contact:

MVD Partner Management Unit
Angel Martinez, Bureau Chief
1100 St Francis Drive,
Santa Fe, NM 87504
Phone # (505) 827-0722
Email: angel.martinez@state.nm.us

Sincerely,

Mark S.R. Williams
Director, New Mexico Motor Vehicle Division
Phone: 505-827-2296
Mobile: 505-699-0950
Email: Mark.Williams@state.nm.us

**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
CONTRACT AMENDMENT No. 1 AGREEMENT**

Municipal or County Motor Vehicle Service Provider Agreement will expire on May 24, 2014.

THIS AGREEMENT is made and entered into by and between with the State of New Mexico, Taxation and Revenue Department (TRD), Motor Vehicle Division (MVD) hereinafter referred to as the "Agency," and City of Aztec hereinafter referred to as the "Agent"

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

This agreement shall be extended for a term of four (4) year, commencing May 25, 2014, will expire on May 24, 2018.

Language referenced in Sections 5.2, 5.2.1, 5.2.1.1, 5.2.1.2, 5.2.1.3, 5.2.1.4, 5.2.1.5 from:

5.2 BACKGROUND INVESTIGATIONS

5.2.1 Provider agrees to assist MVD, or any Authorized MVD Representative in conducting a background investigation on all Users and employees of Provider who work on MVD matters. Provider shall pay the cost of the background investigations. These investigations shall include, at a minimum:

- 5.2.1.1 Criminal record history, as provided by the New Mexico Department of Public Safety and as provided by law;
- 5.2.1.2 Court record history;
- 5.2.1.3 Work history;
- 5.2.1.4 Tax compliance history (New Mexico and federal);
- 5.2.1.5 Driving history.

Changed To:

5.2 PROVIDER PERSONNEL

5.2.1 Provider is fully responsible for the acts or omissions of Provider and its employees in the performance of the services Provider provides under this Agreement. A background investigation on all Users and employees of Provider who work on MVD matters

will be conducted prior to the start date of the User or employee, pursuant to Provider's human resources policies. This background check shall include, at a minimum: (a) fingerprints and (b) criminal/court record history as allowed by law.

18. NOTICES

18.2 Provider designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: Delain George Title: Aztec MVD/Utility Business Office Director
Address: 201 W Chaco
City: Aztec NM State: NM Zip: 87410
Phone: 505 334-7673 Fax: 505 334-4769
Email: dgeorge@aztecnm.gov

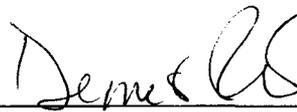
All other articles of this contract remain the same.

will be conducted prior to the start date of the User or employee, pursuant to Provider's human resources policies. This background check shall include, at a minimum: (a) fingerprints and (b) criminal/court record history as allowed by law.

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by:

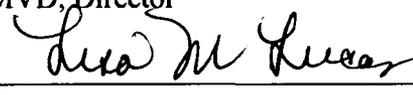
**STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT**

By:  Date: 5/24/14

Title: TRD, Secretary

By:  Date: 5/20/14

Title: MVD, Director

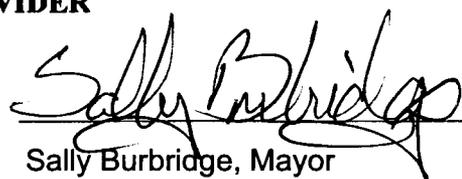
By:  Date: 5/23/2014

Title: ASD, ~~Director~~ CPD

Reviewed by:  Date: 5/20/2014

Title: TRD, Legal Counsel

PROVIDER

By:  Date: May 13, 2014

Title: Sally Burbridge, Mayor
City of Aztec

Accepted by action of the City/County/Village Council this 13 day of May, 2014.

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XI. CONSENT AGENDA (E)
AGENDA TITLE: Law Enforcement Protection Fund Grant

ACTION REQUESTED BY: Chief Heal
ACTION REQUESTED: To have Mayor sign Law Enforcement Protection Fund Grant

SUMMARY BY: Chief Heal

PROJECT DESCRIPTION / FACTS

- New Mexico Law Enforcement receives grants from the State depending on size of the Community and the number of certified officers employed by the City. The City of Aztec is eligible for \$28,400. This is a grant we have been receiving for years.

PROCUREMENT / PURCHASING (if applicable)

PROCUREMENT INPUT

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- There is no cost to the City to receive these funds.

SUPPORT DOCUMENTS: Law Enforcement Protection Fund Grant Application

DEPARTMENT'S RECOMMENDED MOTION: Approve the Mayor's Signature on the Law Enforcement Protection Fund Grant Application.



*City of Aztec Police Department
Chief Michael J. Heal
201 West Chaco
Aztec, New Mexico 87410
Phone (505) 334-7620 Fax (505) 334-7629*

March 21, 2018

Mr. Rick Lopez, Director
Local Government Division
Department of Finance and Administration
Bataan Memorial Building, Room 201
Santa Fe, New Mexico 87503

RE: Law Enforcement Protection Fund

Mr. Lopez;

Enclosed please find the following application for the 2018 Law Enforcement Protection Fund application. If you need additional information or need further assistance, please contact me at (505) 334-7620.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Michael J. Heal". The signature is written in a cursive style with a large, sweeping "H" and "A".

Michael J. Heal
Chief of Police
Aztec Police Department

enclosures

/mjh/

SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

JOLENE SLOWEN
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

TO: Chief Law Enforcement Officers
Joaquin Nielsen, New Mexico Department of Public Safety

FROM: Rick Lopez, Director
Local Government Division 

DATE: February 23, 2018

RE: Law Enforcement Protection Fund (LEPF) Application

Attached are the application and instructions for the Law Enforcement Protection Fund. We ask that you return the completed application to the Local Government Division (LGD) with a postmark date **no later than March 31, 2018**. **Applications submitted after that date or incomplete may be denied.**

The LGD is required by Section 29-13-4.A NMSA 1978 to determine the relative needs of all local law enforcement agencies by April 15. In order to meet this statutory requirement, it is imperative that LGD receive all applications by **March 31, 2018**.

There are three important items to focus on in filling out the application. First, all parts of the application **must** be completed. Second, the mayor or chairman and police chief or sheriff – not their designees - **must** sign the application. Third, the application **must** include the names of certified officers on the Supplemental Schedule.

The Department of Public Safety (DPS) verifies the certification of officers. All officers for whom the \$600 award is requested must be certified by July 1, 2018. On your LEPF application, for an officer to be funded, their name must appear on the March 31, 2018 DPS Registry, or must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2018. Therefore, please verify the officers for whom you are requesting funding are listed on the DPS registry. See Section 10.29.9.10 of New Mexico Administrative Code (NMAC) for registry reporting requirements.

The application no longer requests a Social Security Number (SSN) for officers. During the application review process, LGD may request it to match an officer to the DPS Registry. If the SSN is requested, LGD will hold this information as confidential and destroy it after verification.

House Bill 4 from the 2017 legislative session was signed into law on January 31, 2017 requiring periodic distributions. If possible, LGD will make a one-time annual distribution in July. However, you will be notified of any changes in the timing of distributions on the final distribution letter that goes out on May 31, 2018. Additionally, a copy of the recently adopted LEPF Rule, 2.110.3 NMAC, is enclosed in your application packet.

If you need assistance, call Jolene Gonzales, Special Projects Analyst, at 505-827-4933.

SUSANA MARTINEZ
GOVERNOR



THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

BILL R. GARCIA
Deputy Director

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4975 ♦ FAX (505) 827-4340

TO: Chief Law Enforcement Officers

FROM: Rick Lopez, Director
Local Government Division

DATE: May 1, 2016

RE: Law Enforcement Protection Fund FY2016-2017 Initial Determination

Pursuant to the Law Enforcement Protection Fund Act, Section 29-13-5 NMSA 1978, the Local Government Division (LGD) hereby notifies all applicants of the proposed Law Enforcement Protection Fund distribution for fiscal year 2016-2017.

Section 29-13-5 NMSA 1978 states the following, "no later than May 1 of each year, the division shall notify in writing each affected municipal police, university police, tribal police and county sheriff's department of its determination of money to be distributed pursuant to the provisions of Section 29-13-4 NMSA 1978. Any affected department may appeal that determination by filing a notice of appeal with the secretary of finance and administration no later than May 15. If an appeal is filed, the secretary of finance and administration shall review the determination of the division in an informal and summary proceeding and shall certify the result of the appeal to the division no later than June 30, and the division shall adjust its determination accordingly. If no appeal is filed, the original determination of the division shall be final and binding and not subject to further review." (emphasis added).

Attached is the listing showing your approved distribution. If you disagree with LGD's determination, you may file a written appeal to: Thomas E. Clifford, Ph.D., Secretary of the Department of Finance and Administration, Bataan Memorial Building, Suite 180, Santa Fe, NM 87501. Your appeal must be postmarked no later than May 15, 2016.

Please be reminded that the proceeds are legally restricted to expenditure for specific purposes and must be budgeted and accounted for in a special revenue fund.

The attached distribution list does not include verified intercept agreements with the New Mexico Finance Authority. If your agency has entered into an agreement with the NMFA for fiscal year 2016-2017, a final distribution worksheet will be disseminated on May 31, 2016 that will reflect the final allocation.

Please contact Brenda L. Suazo-Giles of my staff at (505) 827-4933 if additional information is required.

Attachment

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR CLASS 1 MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2018 - JUNE 30, 2019 FISCAL YEAR

I. Municipality or County: City of Artec

II. Computation of Proposed Distribution:

A. Class 1 (Population per 2010 Census = 0 to 20,000) \$20,000

B. Total Number of Full-Time Certified Police Officers or Sheriff Deputies (*) multiplied by \$600(**): 28400⁰⁰
14 X \$600 =

(*) Each officer or Deputy listed on Supplemental Schedule (page 2) must be certified by the New Mexico Police Academy pursuant to Section 29-7-8 NMSA or authorized as a New Mexico Peace Officer pursuant to Section 29-1-11 NMSA. Certification status of officers for whom the award is requested must be current on the March 31, 2018 DPS Registry or officers must be enrolled in the New Mexico Police Academy with an anticipated graduation date prior to or on July 1, 2018.

C. Total Requested Distribution** (A + B) 28400⁰⁰

III. Amounts distributed from the Law Enforcement Protection Fund must be expended only for the purposes allowed by Section 29-13-7 NMSA 1978. Itemize the proposed use of these funds below:

A. Repair and purchase of law enforcement apparatus and equipment (itemized schedule, page 3, must be completed) ¹ which meet minimum nationally recognized standards. (Please Note: regular maintenance on vehicles and police equipment; office furniture and supplies; or operating expenses are not allowable expenses) Rule 2 NMAC 110.3	\$ 20,000 ⁰⁰
B. Expenses associated with advanced law enforcement planning and training.	8400 ⁰⁰
C. Complying with match or contribution requirements for the receipt of federal funds relating to criminal justice programs.	
D. No more than fifty percent (50%) of the replacement salaries of law enforcement personnel participating in basic law enforcement training.	
E. New Mexico Finance Authority Loan Intercept Agreement.	
F. TOTAL REQUESTED EXPENDITURES**	\$ 28,400 ⁰⁰

**Total Requested Expenditures (Section III) must equal Total Requested Distribution (Section II).

IV. **CERTIFICATION:** Under penalty of law, we hereby certify that to the best of our knowledge and belief, the information contained in this application is correct, and that all expenditures of Law Enforcement Protection Fund monies will be made in accordance with Sections 29-13-7 and 29-13-9 NMSA 1978 as well as Rule 2 NMAC 110.3

Mayor/Chairman

Michael Neal
Police Chief or Sheriff

Date

¹ Pertains only to municipalities with a population of 1500 or less and universities.

Municipality/County: City of Aztec

Contact Name: Shorri L. Gurule Contact Title: Administrative Assistant

Contact Phone Number: 505-334-7620 Contact Email: gurule.s@aztecnm.gov

APPLICATION FOR LAW ENFORCEMENT PROTECTION FUNDS
FOR MUNICIPALITIES AND COUNTIES
PURSUANT TO CHAPTER 29, ARTICLE 13 NMSA 1978
FOR THE JULY 1, 2018 - JUNE 30, 2019 FISCAL YEAR

SUPPLEMENTAL SCHEDULE

Instructions: List the name, certificate number, and date of certification of all full-time police officers and sheriff deputies certified by the Department of Public Safety (DPS), New Mexico Police Academy pursuant to Section 29-7-8 NMSA 1978 or authorized to act as a New Mexico peace officer pursuant to Section 29-1-11 NMSA 1978. Please photocopy this form if additional space is needed.

Name of Full-Time Certified Police Officers and Sheriff Deputies	Certificate Number	Cert. Date
1) Anderson, William	16-0001-P	2-12-2016
2) Atencio, Jay	17-0276-P	
3) Bedonie, Matthew	16-0311-P	
4) Blake, Jerry S	98-0048-P	1-23-1998
5) Gonzales, Joseph P.	04-0303-P	12-17-2004
6) Neal, Michael J.	79-0023-P	3-8-1979
7) Johnston Brett	01-0358-P	12-20-2001
8) Kribbs, Heather	13-0029-P	3-1-2013
9) McKinney, Matthew	17-0281-P	
10) Morris, Troy W.	90-0049-P	3-16-1990
11) Schmitt, Shawn	17-0120-P	
12) Simpson, Joshua C.	13-0030-P	3-1-2013
13) Peele, Ryan	17-0282-P	
14) Welch, John	15-0399-P	12-4-2015
15)		
16)		
17)		
18)		
19)		
20)		
21)		
22)		

NOTE: Please use name as reported to DPS, e.g. If an officer has changed his/her last name and change has not been reported to DPS.

Municipality*: City of Artec

**ITEMIZED SCHEDULE
FOR SECTION III.A ON PAGE ONE OF APPLICATION**

*[NOTE: This schedule only pertains to municipalities with a Population of 1500 or less and universities.]

CATEGORY	# OF ITEMS	ESTIMATED COST
EQUIPMENT:		
Subtotal		\$
APPARATUS:		
Subtotal		\$
Repair of Equipment:		
Subtotal		\$
GRAND TOTAL (Must equal total of Section III.A of Page One)		\$

For allowable expenditures, see Section 29-13-7 NMSA 1978 and LEPP Rule 2 NMAC 110.3.8A and 110.3.8B.

Samples of "Equipment" descriptions are: police vehicle, vehicle dashboard computer, police radios, surveillance equipment, finger printing kits, etc.

Samples of "Apparatus" descriptions are: guns & holsters, uniforms, badges, ammunition, protective vests for police officers, protective vests for police dogs, etc.

For unallowable expenditures, see LEPP Rule 2 NMAC 110.3.8C. [For example, operating expenses, routine vehicle maintenance, and furniture are unallowable.]

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XI. CONSENT AGENDA (F)
AGENDA TITLE: Resolution 2018-1078 Authorizing Signatures for City Accounts

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2018-1078 Authorizing Signatures for City Accounts
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2018-1078 updates the list of persons authorized to sign on City accounts with respect to the results of the municipal election on March 6, 2018, and organizational meeting of the commission on March 12, 2018.
- Payments exceeding \$5,000 requires the approval of three (3) authorized signatories (any combination).
- New investments will require new signature cards to be executed at the time of the investment.
- Signature cards to be executed specific to this resolution
 - Checking Accounts
 - Citizens Bank Operating Account (Primary account for city transactions)
 - Citizens Bank SWEEP Account (overnight investment account)
 - Citizens Bank CDBG(Community Development Block Grant) Account (specific to CDBG grant funds)
 - Investments
 - NM Local Government Investment Pool (LGIP)
 - Vectra Bank
 - Four Corners Community Bank
 - Wells Fargo Bank
 - Bank of America
 - Citizens Bank
 - High Desert Credit Union

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

SUPPORT DOCUMENTS: Resolution 2018-1078

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1078 Authorizing Signatures for City Accounts

**CITY OF AZTEC
RESOLUTION 2018-1078**

AUTHORIZING SIGNATURES FOR CITY ACCOUNTS

WHEREAS, the City Commission of the City of Aztec, New Mexico, is authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, the Citizens Bank, Aztec, New Mexico, Bank of America, Farmington, New Mexico, Four Corners Community Bank, Aztec, New Mexico, Wells Fargo Bank, Aztec, New Mexico, Local Government Investment Pool (LGIP), State of New Mexico, Vectra Bank, Farmington, New Mexico, Bank of the Southwest, Farmington, New Mexico, and High Desert Credit Union, Aztec NM be designated as depositories of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require two (2) of the following persons:

Steve Mueller	Acting City Manager
Kathleen A Lamb	Finance Director
Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico that all checks, drafts, notes or orders drawn against the City accounts in amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico that all time certificates of deposit and pooled investment accounts withdrawals or transfers shall require three (3) signatures and the following are hereby authorized to sign and countersign:

Steve Mueller	Acting City Manager
Kathleen A Lamb	Finance Director
Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem

Sherri A Sipe
Austin R Randall
Mark E Lewis

Commissioner
Commissioner
Commissioner

PASSED, APPROVED AND ADOPTED this 27th day of March 2018.

City of Aztec

Victor C Snover, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XI. CONSENT AGENDA (G)
AGENDA TITLE: Resolution 2018-1079 Authorizing Signatures on Motor Vehicle Department Checking Account

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2018-1079 Authorizing Signatures for City of Aztec Motor Vehicle Department Checking Account
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2018-1079 updates the list of persons authorized to sign on City of Aztec Motor Vehicle Department Checking account with respect to the results of the municipal election on March 6, 2018, and organizational meeting of the commission on March 12, 2018.
- For internal control purposes, the Two (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5,000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account this will also allow extra signers, in the event that authorized signers are not available, except from the same department.

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

SUPPORT DOCUMENTS: Resolution 2018-1079

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1079 Authorizing Signatures on Motor Vehicle Department Checking Account

**CITY OF AZTEC
RESOLUTION 2018-1079**

Authorizing Signatures for Motor Vehicle Department Bank Account

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the City Motor Vehicle Department checking account at Citizens Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Motor Vehicle Department checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons:

Steve Mueller	Acting City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director
Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

PASSED, APPROVED AND ADOPTED this 27th day of March 2018.

City of Aztec

Victor C Snover, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XI. CONSENT AGENDA (H)
AGENDA TITLE: Resolution 2018-1080 Authorizing Signatures for Municipal Court Cash Bond Checking Account

ACTION REQUESTED BY: Finance Department
ACTION REQUESTED: Approve Resolution 2018-1080 Authorizing Signatures on City of Aztec Municipal Court Cash Bond Checking Account
SUMMARY BY: Kris Farmer

PROJECT DESCRIPTION / FACTS

- Resolution 2018-1080 updates the list of persons authorized to sign on City of Aztec Municipal Court Cash Bond Checking account with respect to the results of the municipal election on March 6, 2018, and organizational meeting of the commission on March 12, 2018.
- For internal control purposes, the TWO (2) signatures that are required will not be allowed to be from the same department. There are sufficient people from various departments that no two signatures will be from the same department.
- Commissioners added as signers on this account, so that if we were to have a check for \$5,000.00 or more, there would be a third signature that is required. We are not anticipating this to happen often.
- By adding commissioners to account, this will also allow extra signers, in the event that authorized signers were not available, except from the same department.

PROCUREMENT / PURCHASING (if applicable)

None

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

None

SUPPORT DOCUMENTS: Resolution 2018-1080

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Resolution 2018-1080 Authorizing Signatures for Municipal Court Cash Bond Checking Account

**CITY OF AZTEC
RESOLUTION 2018-1080**

Authorizing Signatures for Municipal Court Cash Bond Checking Account

WHEREAS, the City Commission of the City of Aztec, New Mexico, is the authorized Board of Finance of said City of Aztec, and as such has control of the manner and method that monies belonging to the City shall be handled; and

WHEREAS, there have been changes in personnel of said City which requires changes in the officers authorized on withdrawals for the Municipal Court Cash Bond Checking Account at Citizens Bank, New Mexico, N.A.

NOW THEREFORE BE IT RESOLVED by the City Commission of Aztec, New Mexico, that the City of Aztec Municipal Court Cash Bond checking account with Citizens Bank, Aztec, New Mexico, is designated as a depository of said City and that funds so deposited be withdrawn upon a check, draft, note or order of the Corporation, and shall require TWO (2) of the following persons: For internal control purposes, the combination of signatures, no two signatures can be from the same department.

Carlton Gray	Municipal Judge
Theresa Archuleta	Court Administrator
Steve Mueller	Acting City Manager
Kathleen A Lamb	Finance Director
Karla H Sayler	City Clerk
Delain George	MVD/Utility Director

BE IT FURTHER RESOLVED, by the City Commission of the City of Aztec, New Mexico, that all checks, drafts, notes or orders drawn against the City accounts in the amount of five thousand dollars (\$5,000.00) or more shall have two (2) of the above mentioned signatures and must be countersigned by one of the following persons:

Victor C Snover	Mayor
Rosalyn A Fry	Mayor Pro-Tem
Sherri A Sipe	Commissioner
Austin R Randall	Commissioner
Mark E Lewis	Commissioner

PASSED, APPROVED AND ADOPTED this 27th day of March 2018.

City of Aztec

Victor C Snover, Mayor

ATTEST:

City Clerk, Karla H. Sayler

Staff Summary Report

MEETING DATE:	March 27, 2018
AGENDA ITEM:	XI. CONSENT AGENDA (I)
AGENDA TITLE:	RFP # 2017-608 Annual Financial Audit Contract for FY2018

ACTION REQUESTED BY:	Finance Department
ACTION REQUESTED:	Approval of RFP #2017-608 Annual Audit Contract for FY2018
SUMMARY BY:	Kathy Lamb

PROJECT DESCRIPTION / FACTS

Acronyms Used:

RFP – Request For Proposals

NM OSA – New Mexico Office of the State Auditor

- The recommendation for an annual audit contract for services is required to be submitted to OSA for approval by May 15, 2018.
- Although the City's cost for annual financial audit services is below the \$60,000 limit to require the formal RFP or bid, the State Audit rule (https://www.saonm.org/state_auditor_rule) encourages government entities to request proposals for audit services and enter into a multi-year agreement. A single firm (or same individuals associated with another firm) may perform audit services for six years consecutively before the City is required to change firms. Under New Mexico procurement, the maximum term for professional services is four years (based on total value of contract).
- RFP 2017-608 for audit services was awarded to RPC CPAs + Consultants LLP in April 2017. Audit costs for FY17, FY18 and FY19 were established in the RFP award.
- RPC CPAs + Consultants, LLP merged with accounting firm Carr, Riggs & Ingram, LLC in 2017 after the award of RFP 2017-608. As of February 27, 2018, Carr, Riggs & Ingram, LLC is an approved audit firm by the NM OSA.
- If the Commission approves continuing with Carr, Riggs & Ingram for the FY18 annual audit, the recommendation will be submitted to the NM OSA for approval. Upon approval, a contract will be generated for signatures (City and audit firm) and submitted to the OSA electronically.

PROCUREMENT / PURCHASING (if applicable)

- Five qualified proposals were received in response to RFP 2017-608. The evaluation committee independently reviewed and scored each proposal on the criteria established

in the RFP. The committee recommended RPC CPAs + Consultants LLP (aka Carr, Riggs & Ingram, LLC) be retained for annual audit services for the City.

FISCAL INPUT / FINANCE DEPARTMENT (if applicable)

- The FY2017 annual audit was the first year working with RPC CPAs. Although the first year did not result in the timely submission of the annual audit (due December 15, 2017, submitted February 15, 2018), both the City Finance Department and independent audit team are committed to correcting the problems encountered and submitting a timely annual report in December 2018.
- The FY19 Preliminary Budget includes:

General Fund Finance Department specific to FY18 annual audit: \$45,000.00 plus tax
Lodgers Tax Fund specific to random vendor compliance audit: \$ 2,400.00 plus tax
- If the City Commission approves the 2nd year proposal for Carr, Riggs & Ingram, LLC to perform the FY2018 annual audit, the audit contract request will be submitted electronically to NM OSA for approval. Upon NM OSA approval, the contract will be signed a representative for Carr, Riggs & Ingram LLC and the Mayor (final contract will not be presented to City Commission for approval).

SUPPORT DOCUMENTS:

FY2018 Audit Contract Information

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve RFP #2017-608 Annual Audit Contract for FY2018 and authorize Mayor to sign Audit Contract upon approval by NM OSA.

 **Information saved successfully**

Please enter all contract information below. If not applicable, please put N/A in the field.

I. Agency Contact Information

Agency Type

Local Public Body (LPB) - Do Not Qualify For Tiered System

Name Of Agency

City of Aztec

Address Of Agency

201 W. Chaco

Phone # Of Agency

(505) 334-7653

Fax # Of Agency *Optional*

(505) 334-7649

City

Aztec

State

NM

Zip

87410-1915

Web Site Address *Optional*

www.aztecnm.gov

Agency Head Contact Information

Name Of Agency Head

Victor C. Snover

Title Of Agency Head

Mayor

Email Address Of Agency Head

! Information saved successfully

Name Of Agency Contact

Kathy Lamb

Title Of Agency Contact

Finance Director

Phone # Of Agency Contact

(505) 334-7653

Fax # Of Agency Contact *Optional*

505-334-7649

Email Address Of Agency Contact

klamb@aztecnm.gov

Note: Please fill out e-mail address of contact person. All fully executed contracts will be sent via e-mail.

II. Recommended Independent Public Accountant (IPA) Information

As required by the Audit Rule, Section 2.2.2.8.E(3), an IPA subject to contract restriction is responsible for informing this agency whether it is eligible to engage in this proposed contract. By signing the signature page, I am verifying herein that the IPA has certified its eligibility to engage in this proposed contract

On-Site Manager Name

Danny Martinez

Name Of IPA Firm

Carr, Riggs & Ingram, LLC

Phone #

505-883-2727 ext 1435

Fax # *Optional*

505-884-6719

E-Mail Address

 Information saved successfully

III. Important Dates

For Which Fiscal Year (FY) Is This Recommendation Being Made:

What Is Your Agency's Exact Fiscal Year End Date?:

Estimated Audit Start Date

Estimated Completion Date

IV. Single Audit Requirement

Please check the box below that applies to your agency (a Single Audit should have been included in the procurement if the agency expended \$750,000 or more of federal funds):

- My agency procured an annual financial and compliance audit without a Single Audit.
- My agency procured an annual financial and compliance audit with a Single Audit.

V. Multi Year Certification

Please check the appropriate box below:

- This is a multi-year award.

! Information saved successfully

Year 1 Year 2 Year 3

VI. Fee and Hour Breakdown

Do not use commas - numbers only

Category	[Year 1] Hours	[Year 1] Cost	[Year 2] Hours	[Year 2] Cost	[Year 3] Hours	[Year 3] Cost
Financial Statement Audit	360	\$31,000.00	360	\$36,000.00	360	\$36,000.00
Financial Statement Preparation	50	\$5,000.00	50	\$5,000.00	50	\$5,000.00
Federal Single Audit	40	\$4,000.00	40	\$4,000.00	40	\$4,000.00
Other allowed non-audit services		\$0.00		\$0.00		\$0.00
Component Units		\$0.00		\$0.00		\$0.00
Other		\$0.00	24	\$2,400.00		\$0.00
Gross Receipts Tax		\$3,000.00		\$3,732.75		\$3,543.75
TOTAL	450	[\$] 43,000.00	474	[\$] 51,132.75	450	[\$]48,543.75

For The Current Fiscal Year, Total Amount Payable Including Applicable Gross Receipts Tax, Shall Not Exceed:



Information saved successfully

Additional Information

Agency Contract Reference Number *Optional*

RFP 2017-608

Number Of Copies To Be Delivered By The Contractor To The Agency

1

Other Provisions *Optional*

1 Electronic copy of final report to be submitted to City upon OSA release authorization

This Contract is made effective as of the date of the signature of the Office of the State Auditor.

Agency

Name:

By:

Title:

Date:

Contractor

Name:

By:

 **Information saved successfully**

This Contract has been approved by: Office of the State Auditor

By:

Title: Deputy State Auditor

Date:

 **Information saved successfully**

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XIV. BUSINESS ITEM (A)
AGENDA TITLE: 550 Brewing Company, LLC Lease Agreement

ACTION REQUESTED BY: Community Development Director
ACTION REQUESTED: Approval of Lease Agreement Renewal
SUMMARY BY: Steven M. Saavedra, CFM

PROJECT DESCRIPTION / FACTS

The City of Aztec and 550 Brewing Company, LLC have agreed to renew the lease agreement for office space and limited use of the courtyard at 119 E. Chuska, Aztec NM 87410 (The Aztec HUB). The initial lease agreement between the City and 550 Brewing Company, LLC commenced on March 1, 2016, and ended on May 31, 2017. The 550 Brewing Company, LLC has been operating as a holding over. This agreement is for one year, with the option to renew for an additional year.

SUPPORT DOCUMENTS: City of Aztec and 550 Brewing Company, LLC Lease Agreement at the HUB

DEPARTMENT'S RECOMMENDED MOTION: Motion to approve and renew the lease agreement with 550 Brewing Company, LLC.

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into on this ____ day of _____, 2018, by and between The City of Aztec, a New Mexico municipal corporation, dba **THE HUB Incubator**, 201 West Chaco Street, Aztec, New Mexico 87410, hereinafter referred to as “Lessor”, and **550 Brewing Company, LLC** of 7 Road 2794, Aztec, NM 87410, hereinafter referred to as “Lessee”.

SECTION ONE DESCRIPTION OF PREMISES

Lessor hereby leases to Lessee the following described office space located in the Building located at 119 West Chuska Street, Aztec, New Mexico 87410 (the “Premises”): Suite B and outdoor courtyard areas for events, live music, as well as the service drive for food truck and live event operations, as set out in Section Six (4.) below.

Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by Lessee for any purpose other than the Permitted Use. The Permitted Use is for: the sale, consumption and distribution of beer, wine and merchandise, socializing by customers and occasional live entertainment, as set out in Section Six (4.) below.

SECTION TWO DEFINITIONS

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. “Additional Rent” means all amounts payable by Lessee under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. “Building” means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 119 S. Church Avenue, Aztec, NM 87410 (also known as 119 W. Chuska Street, with

frontage on that street) as from time to time altered, expanded or reduced by Lessor in its sole discretion;

- c. "Common Areas and Facilities" mean:
- i. Those portions of the Building areas, improvements, facilities, utilities, equipment and installations in or forming part of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, restrooms, outdoor decks, and operating equipment serving the Building; and
 - ii. Those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or Lessor and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by Lessor as part of the Common Areas and Facilities
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including loading bay and drive area, designated utility closet, and any portion of land on the Building's exterior designated for the exclusive use of a suite (i.e. Suite B) if any, determined, calculated and certified by Lessor and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied or by or used for columns, ducts or other structural elements;
- e. "Premises" means the specific office space described above in Section One of this Agreement.

- f. "Rent" means the total of Base Rent and Additional Rent.

SECTION THREE
HUB PROGRAM, PROGRESS INDICATORS,
AND BENCHMARK THRESHOLDS

1. The operation of this facility by Lessor is geared specifically to assist with the incubation and/or growth of new and existing small businesses. Tenants of The HUB shall have full support services available to members of The HUB.
 - a. Exhibit 'A' defines the tenant spaces and membership levels.
 - b. Exhibit 'B' describes the services, enumerates the amounts of each, and any other membership benefits per membership level (i.e. access to copy machine, fax machine, etc.).
 - c. Exhibit 'C' describes an individual Tenant's anticipated thresholds for growth while at The HUB. Each threshold is negotiable at the time of signing a Lease. However, Exhibit 'D' provides the basic outlines which every business must address in order to qualify for membership in and tenancy at The HUB.

SECTION FOUR
TERM OF LEASE

1. The term of this Lease shall be for a period of 1 year, commencing on _____, 2018 and ending on _____, 2019.
2. This Lease may be extended for 1 additional term of 1 year upon the agreement of Lessor and Lessee, at a rent and upon such terms as may be agreed upon between the parties. Lessee shall give Lessor thirty (30) days written notice of Lessee's desire to negotiate an extension of this Lease.

SECTION FIVE

RENT

1. It is the intent of this Lease and agreed to by Lessor and Lessee that rent for this Lease shall be on a gross rent basis meaning Lessee shall pay the Base Rent and any Additional rent and Lessor shall be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.
2. Lessee shall pay rent in the amount of \$1,000.00 per month, for the Premises (the "Base Rent").
3. Lessee shall pay Lessor the Base Rent on or before the 1st day of each month during the term of this Lease.
4. Lessee shall be credited with a Base Rent reduction of \$150.00 for the first month of the term of this Lease, so that the rent due for the first month shall be \$850.00. Thereafter, the Base Rent shall be reduced by \$150.00 per month upon a representative of Lessee attending the HUB monthly incubation training session during the preceding rent month. Should Lessor not offer a training session in a given rent month, Lessee also shall be entitled to the \$150.00 Base Rent reduction for the following rent month.
5. All additional sums payable by Lessee to Lessor pursuant to any provision of this Lease shall be deemed to be Additional Rent and shall be recovered by Lessor as rental arrears.
6. For any rent review negotiation, the basic rent shall be calculated as being the higher of the Base Rent payable immediately before the date of the review and the Open Market Rent on the date of review.

SECTION SIX USE AND OCCUPATION

1. Lessee shall use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. Lessee shall carry on business under Lessee's name and shall not change such name without the prior written consent of Lessor, such consent not to be unreasonably withheld. Lessee shall use the Premises for its business and should be open to the public,

such as clients or customers, and shall be fully furnished with appropriate amenities to conduct and grow its business throughout the term hereof; and shall continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by Lessor.

2. Lessee is obligated to obtain all required licensing and approvals for conducting its business at the Facility. First and foremost, each business is required to obtain a Business License from the City of Aztec. Any specific trades or activities that require specific licenses or approvals from governmental entities are the responsibility of Lessee, and copies of same must be provided to Lessor for record keeping purposes.
3. Lessee covenants that Lessee shall carry on and conduct its business upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any Federal, state, municipal or other competent authority and shall not do anything on or in the Premises in contravention of same.
4. Any and all Lessee outside activities at the Premises, including but not limited to music, food trucks or other events shall require prior City approval, which shall not be unreasonably withheld.

SECTION SEVEN
QUIET ENJOYMENT

1. Lessor covenants that on paying the Base Rent and performing the covenants contained in this Lease, Lessee shall be entitled to peacefully and quietly have, hold, and enjoy the Premises for the agreed term. Activities permitted include occasional live music (not unreasonably loud) after 6:30 p.m., Monday-Friday, and 12:00 noon Saturday and Sunday, until or before closing times as permitted by the New Mexico Alcohol And Gaming Division. Outside activities shall be subject to Section Six (4.) above.

SECTION EIGHT
HOLDING OVER

1. If Lessee continues to occupy the Premises without the written consent of Lessor after the expiration or other termination of the Lease, then, without any further written agreement, Lessee shall become a month-to-month tenant at a minimum monthly rental equal to the Base Rent and subject to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy. A tenancy from year-to-year shall not be created by implication of law. Provided, however, that nothing contained in this clause shall preclude Lessor from taking action for recovery of possession of the Premises.

SECTION NINE IMPROVEMENTS

Lessee may make improvements, alterations or additions to the Premises only with the prior written consent of Lessor, specifically including, but not limited to, the following:

1. Applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
2. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
3. Removing or adding walls, or performing any structural alterations;
4. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
5. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
6. Affixing to or erecting upon or near the Premises any radio or TV antenna, satellite dish or tower

Any and all improvements, alterations and additions placed on the Premises by Lessee, excepting furniture, equipment and fixtures not attached to

the Premises, shall immediately merge and become a permanent part of the realty, and any and all interest of Lessee therein shall immediately vest in Lessor, and all such improvements shall remain on the Premises and shall not be removed by Lessee at the termination of the Lease.

The above general provisions of the Lease shall be subject to the following specific provisions as to this Lessee.

Building alterations for Suite B. will be made by the Lessee at the Lessee's cost. Such alterations are to be approved by the Lessor including design of walls, partial walls, bar, signage (with exception of a custom made 550 Brewing entry gate sign and 550 Brewing Entrance sign to direct patrons to the Chuska Street entry and away from the HUB's Church Street entrance). Electrical load calculation will be required to assist the City electric department determine any needs for the structure and Suite B. Communications equipment such as satellite dish and antennae are also permitted.

Any and all improvements, alterations and additions placed on the Premises by Lessee, excepting items which are not attached to the Premises, including furniture, equipment, fixtures, bar, tap system and decorations that can be removed with the walls returned to original condition, shall immediately merge and become a permanent part of the realty, and any and all interest of Lessee therein shall immediately vest in Lessor, and all such improvements shall remain on the Premises and shall not be removed by Lessee at the termination of the Lease with the following exceptions:

- a. Custom 550 Brewing entry gate sign
- b. Custom 550 Brewing entrance sign
- c. External Cold Room

SECTION TEN UTILITIES AND OTHER COSTS

The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer. Any other costs or charges shall be paid by Lessee.

SECTION ELEVEN
MAINTENANCE AND CARE OF PREMISES

Lessor shall maintain the Building and outside courtyard area on the Premises at Lessor's cost. Lessee covenants that it has inspected the Premises and that same are in good condition at the commencement of this Lease.

Lessee shall exercise reasonable care in its occupancy and use of the Premises and shall specifically comply with the following:

1. Lessee shall promptly notify Lessor of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
2. Lessee shall not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of Lessor, disturbs the comfort or convenience of other tenants.
3. Lessee shall not engage in any illegal trade or activity on or about the Premises.
4. Lessee shall comply with standards of health, sanitation, fire, housing and safety as required by law.

SECTION TWELVE
SURRENDER OF PREMISES

At the expiration of the Lease term, Lessee shall quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, normal and reasonable wear and tear excepted.

SECTION THIRTEEN
RULES AND REGULATIONS

Lessee shall obey all rules and regulations posted by Lessor regulating the use and care of the Building, common areas, exterior and any outdoor areas assigned to Lessee in and around the Premises. Lessee shall comply with Aztec's HUB Code of Conduct, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

SECTION FOURTEEN
HAZARDOUS MATERIALS

With only those exceptions specifically set out below, Lessee shall not store or maintain, or permit to be stored or maintained, any hazardous materials of any kind in or around the Premises. Lessee shall indemnify and hold harmless Lessor from any and all liability resulting from, or which may result from, Lessee's storage or maintenance of hazardous materials of any kind. Exceptions: CO2 cylinders for dispensing and carbonating beer and beverages.

SECTION FIFTEEN
DEFAULT

Lessee agrees that if it should be in default under any covenant herein for payment of rent for thirty (30) days after demand is made therefor by Lessor, or if Lessee shall neglect or fail to perform or observe any of the other covenants contained in this Lease on its part to be observed and performed for thirty (30) days after Lessor shall give Lessee notice or demand to remedy same, specifying therein the breach or default then existing, or if Lessee should be adjudicated a bankruptcy or insolvent or abandon the demised premises, then and in any of such events, Lessor thereafter, upon giving Lessee at least thirty (30) days prior notice of Lessor's election so to do may, unless any breach or default so specified be remedied prior to the expiration of such thirty (30) days, lawfully re-enter into and upon the demised premises and repossess the same as of the former estate of Lessor and expel Lessee and those claiming under and through Lessee and remove its and their effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants: and upon re-entry as aforesaid, the Lessor shall have the option of either terminating this Lease or of reletting the leased property or any part thereof, and making claim against the Lessor for the difference between the rent herein reserved and

agreed to be paid by the Lessee for the portion of the term remaining at the time of re-entry or repossession, and the amount, if any, received or to be received under such reletting for such portion of the term. In any event, the Lessor shall have a first lien as provided in the laws of New Mexico upon any property belonging to Lessee and located in said premises as security for the payment of rental and fulfillment of the faithful performance of any other obligations. Lessee shall pay and discharge all costs, attorney's fees and expenses that shall arise from enforcing the covenants of this Lease.

The failure or neglect of Lessor to terminate this Lease for any one or more breaches of any of the covenants hereof shall not be deemed consent by Lessor to such breach and shall not bar or prevent Lessor from thereafter terminating this Lease, either for such violation or for prior or subsequent violation of any covenant hereof.

SECTION SIXTEEN INSURANCE

Lessee is hereby advised and understands that the personal property of Lessee is not insured by Lessor for either damage or loss, and Lessor assumes no liability for any such loss. Lessee is advised that, if such insurance coverage is desired by Lessee, Lessee should arrange with Lessee's own insurance agent for a Tenant's Policy of Insurance.

SECTION SEVENTEEN LESSOR AND LESSEE REMEDIES CUMULATIVE

The specified remedies to which the Lessor or Lessee may resort under the terms of this Lease are cumulative and are in addition to any other remedies or means of redress to which the Lessor or Lessee may be lawfully entitled in case of any breach by Lessor or Lessee of any of the agreements and covenants herein contained.

SECTION EIGHTEEN GOVERNING LAW

It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Mexico, without

regard to the jurisdiction in which any action or special proceeding may be instituted.

SECTION NINETEEN
SEVERABILITY

If there is a conflict between any provision of this Lease and the applicable legislation of the State of New Mexico (the 'Act'), the Act shall prevail and such provisions of the Lease shall be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are hereby incorporated into this Lease.

SECTION TWENTY
ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease, or sublet or grant any concession or license to the use of the Premises or any part of the Premises without the prior express written consent of Lessor. An assignment, subletting, concessions, or license, whether by operation of law or otherwise, without the prior express written consent of Lessor, shall be void and shall, at Lessor's option, terminate this Lease.

SECTION TWENTY-ONE
BINDING EFFECT

It is understood and agreed by and between the parties hereto that the agreements, covenants, terms, conditions, provisions, and undertakings in this Lease, or in any extension or renewal thereof, shall extend to and be binding upon the heirs, personal representatives, assigns, and successors in interest of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be hereto and include and apply also to the heirs, personal representatives, successors, and assigns of such party, as if in each and every case so expressed.

SECTION TWENTY-TWO
JOINT AND SEVERAL LIABILITY

Staff Summary Report

MEETING DATE:	March 27, 2018
AGENDA ITEM:	XIV. BUSINESS ITEM (B)
AGENDA TITLE:	Final Adoption of Ordinance 2018-469 Amending Chapter 26 Land Use Regulations, Article II Zone District and Overlay Regulations to Include the North Main Avenue Overlay District.

ACTION REQUESTED BY:	Community Development
ACTION REQUESTED:	Adopt Ordinance 2018-469
SUMMARY BY:	Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

Applicant	City of Aztec
Date of Application	January 15, 2018
Requested Action	Establish an overlay district for North Main Ave Corridor
Location	North Main Avuene Corridor
Dimensions	20.96 acres
Existing Land Use	Undeveloped
Existing Zoning	C-1 Limited Retail & Neighborhood Commercial District
Surrounding Zoning/ Use	<p>North: A-1 Agriculture or Rural & Residential and Undeveloped land</p> <p>South: C-1 Limited Retail & Neighborhood Commercial / Retail Commercial</p> <p>East: C-1 Limited Retail & Neighborhood Commercial / Undeveloped</p> <p>West: C-1 Limited Retail & Neighborhood Commercial / Undeveloped</p>
Floodplain Area	Yes
Access	North Main Corridor

PROJECT DESCRIPTION

The establishment of an overlay district over the existing C-1 Limited Retail / Neighborhood Commercial District properties (approximately 20.96-acres) located north of the intersection of the Aztec Blvd. (NM Highway 516) and North Main Avenue (NM Highway 550), please refer to figure 2 for listed properties. The overlay zone does not change the base or existing zone but supplies a tool to address the unique requirements of development. The purpose of the North Main Avenue Overlay Zone (NMAO) is to provide standards that encourage the development of an active, pedestrian-oriented retail and mixed-use district linking Downtown Aztec via the pedestrian plaza and the trailhead to the Animas River Trail and Aztec Ruins National Monument. The district is intended to:

1. Create a dynamic, mixed-use environment, where walking is the preferred mode of transportation.
2. Encourage visitors and residents to shop, live and recreate in a neighborhood that reflects the history and culture of the area.
3. Produce quality public spaces that are usable for a variety of public and semi-public activities.
4. Ensure higher standards of design and construction for buildings, public infrastructure, and landscaping, emphasizing the relationships of buildings and the spaces between buildings.
5. Provide a neighborhood with cohesive design characteristics that reflect the local, historical themes of Spanish Colonial, Ancestral Puebloan, and Territorial Revival architectural style blended with modern architectural elements.
6. Guarantee a high degree of connectivity for pedestrian and vehicular traffic, and support transit service.
7. Provide narrow, slow-speed streets to ensure the safety of pedestrians and bicyclists.
8. Encourages public health with enhanced safety considerations and improved walkability.
9. Improves local air quality through the addition of street trees and vegetative bioswales.
10. Locate buildings close to the street, so that streets and squares are defined as "outdoor rooms."
11. Utilize all the streets for on-street parking.
12. Encourage public spaces, public art, outdoor living and natural spaces wherever possible.

NMAO Zone standards apply to properties located within the boundaries of the NMAO as shown on the Official Zoning Map

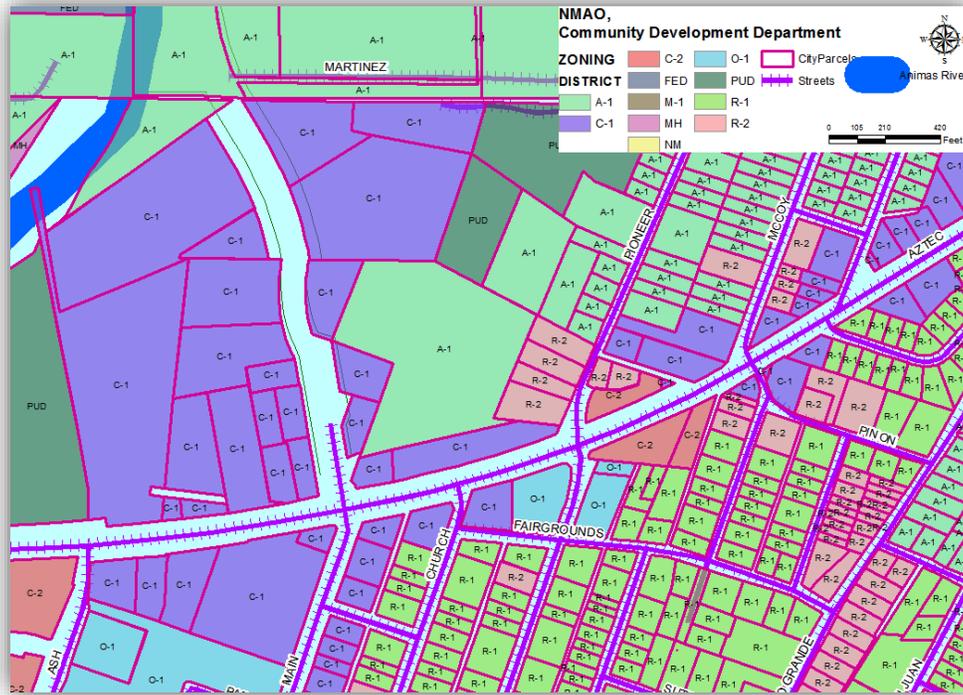


Figure 1 Current Zoning Map



Figure 2 Purposed Overlay District

NMAO Uses

The following uses are permitted after approval of a site plan.

1. Offices
2. Hotels or Motels
3. Retail and Service Establishments less than 5,000 sq. ft.
4. Temporary Stands
5. Studios
6. Semi-professional or professional office
7. Theatres and commercial auditorium
8. Amusement Centers
9. Mixed Use development (commercial and residential)
10. Brew Pubs & Wine Tasting Establishments
11. Wineries
12. Restaurants
13. Coffee Shops
14. Farmers Markets
15. Community garden

The following uses will be permitted in the NMAO provided that the use has been reviewed the Community Development Department and approved by the City Commission:

1. Nursery School
2. Public Utility structure
3. Recreational facility
4. Hospital or clinic
5. Boarding or lodging house
6. Multiple Family Dwellings
7. Senior living/assisted care
8. Institutions
9. Personal Services
10. Food Trucks
11. Any use not listed, needs City Commission Approval.

The following uses are prohibited in the NMAO

1. Pawn Shops
2. Payday Loan Services
3. Second Hand or Consignment Stores
4. Vehicle Sales/ Leasing
5. Cars Washes
6. Paint and Body Shop
7. Service Stations
8. Vehicle Repair Shop
9. Single-Family Residential Dwelling Units

NMAO General Design Principles

Uses and Streets shall be designed according to the following principles:

1. The NMAO shall provide a distinct physical settlement, but shall not be walled off from the rest of the City.
2. Buildings shall front on and align with streets.
3. Civic buildings, such as places of public assembly, shall be sited and designed as landmarks.
4. Parking shall be located on street, and behind structures, parking lots in front of uses shall not be permitted.
5. When a building is setback less than 5' in the front, a minimum 8' x 6' covered entry is required per lot.
6. Drive-through uses shall not be permitted.
7. Corporate design and or colors shall not be permitted.
8. All uses and structures shall incorporate Spanish Colonial or Territorial Revival architectural style or otherwise incorporate Ancestral Puebloan construction themes into the design of new structures in a culturally sensitive manner. Elements to incorporate could include:
 - 'Kiva' style or round structure elements
 - Clustered, block-like structures
 - Terraces
 - Horizontal brick elements (green stripe)
 - Doors set into corners
9. Principal Building percentage within the front street setback zone shall be a minimum of 90% (courtyards accessed from the sidewalk may count towards this requirement).
10. Signs shall be designed for the low-speed pedestrian environment. Signs shall incorporate the Spanish Colonial, Territorial Revival or otherwise incorporate Ancestral Puebloan architectural style.

Street Network Design Principles

Streets and blocks shall be organized in a generally rectilinear or radial pattern. However, a strict grid is not required, and street layout shall take into account the following, in descending order of priority:

1. The design and location of streets shall minimize the alteration of natural resources and significant natural features of the site;
2. Streets, alleys, sidewalks, and trails shall provide multiple travel routes within and through the neighborhood where possible; and
3. Street orientations shall, where possible, provide views of the Animas River, the Ruins Trail and other neighborhood features;

4. Squares, greens, parks, plazas, and landscape areas shall be included providing focal points and areas for activity, recreation, and views.
5. Street rights-of-way shall provide for parallel parking
6. Alleys shall provide service access in the neighborhood center. Alleys are optional in areas that do not front on North Main.
7. Additional access points to Highway 550 are strongly encouraged
8. New streets shall provide a similar level of landscaping, sidewalks and pedestrian amenities as North Main.

Block Length

1. Street shall not be longer than 500 feet, unless buildings provide pedestrian access from the front sidewalk to rear parking areas at intervals of not more than 300 feet.
2. Street segments shall not be longer than 650 feet, and shall generally be shorter than 500 feet. This requirement does not apply where:
 - 1) The street segment traverses common open spaces that are wider than 650 feet; or
 - 2) The view along the segment is interrupted by a significant curve, jog, or offset in the street, provided that the curve, jog, or offset is situated not more than 650 feet from the intersections that define the street segment.
 - 3) The City Commission determines that the street segment is appropriate based on existing and planned conditions.

Cul-de-sacs

1. Cul-de-sacs may be used where necessary due to site constraints that cannot be addressed using loop streets.
2. Cul-de-sacs shall not be longer than 350 feet, measured along the centerline of the street from the point of intersection to the middle of the cul-de-sac.

Access & Parking

1. On-street parking shall be provided. On-street parking is optional in areas that do not front on North Main.
2. Off-street parking for residential development shall be accessed by an alley or parking court.
3. Off-street parking for nonresidential and mixed-use shall be located behind principal buildings, and shall be accessed:
 - 1) From streets; or
 - 2) From an alley.

Buffering

1. When new development abuts existing residential development outside of the North Main Overlay Zone, the new development shall provide buffering in the form of walls, landscaping, berms, an increased setback or a combination of the above.
2. Walls shall be masonry and a minimum of four feet and a maximum of eight feet in height.
3. Landscaping shall be designed to achieve opacity of 80% in the summer months and 50% in the winter months.

Landscaping

1. Landscape plans as are required shall be submitted by the applicant showing compliance with the provisions of this section. A licensed landscape architect or architect shall stamp landscape plans. The landscaping plan shall meet the minimum standards set forth in §26-3-146. Landscaping shall be designed to achieve opacity of 80% in the summer months and 50% in the winter months. Please reference the plant palette for landscaping uses.
2. All cut and fill slopes and retaining walls more than three feet high and with a grade of 3:1 or more shall have screening vegetation planted and maintained at the base of the slope and those with a grade of less than 3:1 shall have screening vegetation planted and maintained on the face of the entire cut or fill slope, please refer to example gabion walls.

COMMUNITY DEVELOPMENT CONCLUSION

Staff concludes that approval of Overlay District is appropriate. The purpose of the North Main Avenue Overlay Zone (NMAO) is to provide standards that encourage development of an active, pedestrian-oriented retail and mixed-use district linking Downtown Aztec via the pedestrian plaza and the trailhead to the Animas River Trail and Aztec Ruins National Monument. The Community Development Department recommends approval for the establishment of the North Main Avenue Overlay District for 20.96-acres, located north of Aztec Blvd. (NM Highway 516) and North Main Avenue (NM Highway 550) intersection.

SUPPORT DOCUMENTS:

1. Application
 - a. Map
 - b. Ordinance No. 2018-469
 - c. North Main landscaping architecture plan
 - d. Architecture Design Concepts
-

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve Ordinance 2018-469 Amending Chapter 26 Land Use Regulations, Article II Zone District, and Overlay Regulations to Include the North Main Avenue Overlay District.

Examples of Different Features and Architectural Styles:

Spanish Colonial Architecture:



Ancestral Pueblo Architecture:



Territorial Revival Architecture:



Aztec North Main Ave Corridor Extension

April 1st, 2014

RE: General Timeline of Public Outreach

Project websites: www.aztecnorthmain.com / <https://facebook.com/aztecnorthmain>

Landowner Meeting: August 20th, 2013

RPE and DHM with City Staff met with the adjacent land owners to introduce them to the project and garner general interest in potential development opportunities

First Public Workshop: August 20th, 2013

RPE & DHM present general project scope and generate discussion and feedback with image boards of various built-works with an emphasis on plazas, corridors and trailheads.

Founder's Day Walking Tour: September 21th, 2013

Drew and Craig participate in a walking tour of the project site with Mayor Sally Burbridge, NPS Staff and the public to review the scope and create another opportunity to garner interest and feedback.

2nd Public Workshop: November 21th, 2013

RPE & DHM present initial concepts attempting to incorporate the feedback we received to date via the 1st meeting and website comments. Preliminary corridor alignment options, Plaza concept, trailhead parking and gateway presented.

City Council / Staff Presentation: February 20th, 2014

RPE & DHM present design concepts for review prior to final public meeting to ensure concepts presented will reflect intent and general safety design strategies were discussed as well.

3rd & Final Public Workshop: March 5th, 2014

RPE & DHM present final design concepts with general layout of the corridor, plaza enlargement, trail section and trail head locations.

City Commissioner and Council Presentation: March 25th, 2014

Craig presented PowerPoint presentation given March 5th to new members of commission to bring them up to speed with the project and scope.

**City of Aztec
ORDINANCE 2018-469**

**An Ordinance Amending Chapter 26 with the
Addition of Division 22 North Main Overlay in Article II**

WHEREAS: The City of Aztec is empowered pursuant to NMSA 1978, Section 3-17-1 (Repl. 1995) to adopt ordinance for the purposes of providing for the safety, preserving the health, promoting the welfare and improving the morals, order, comfort, and convince of the municipality and its inhabitants

WHEREAS: The City of Aztec sees the need to develop an overlay zoning district to better control the development of the North Main extension; and

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-469 which adds Division 22 North Main Overlay to Article II of Chapter 26 Land Use Regulations is hereby

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2018

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Victor Snover

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

DIVISION 22. NORTH MAIN OVERLAY ZONE DISTRICT (NMO)

Sec. 26-2-250. Purpose

The North Main Overlay (NMO) is intended to provide standards that encourage development of an active, pedestrian-oriented retail and mixed-use district linking Downtown Aztec via the pedestrian plaza and the trailhead to the Animas River Trail and Aztec Ruins National Monument. The district is intended to:

1. Create a dynamic, mixed-use environment, where walking is the preferred mode of transportation.
2. Encourage visitors and residents to shop, live and recreate in a neighborhood that reflects the history and culture of the area.
3. Produce quality public spaces that are usable for a variety of public and semi-public activities.
4. Ensure higher standards of design and construction for buildings, public infrastructure, and landscaping, emphasizing the relationships of buildings and the spaces between buildings.
5. Provide a neighborhood with cohesive design characteristics that reflect the local, historic themes of Spanish Colonial, Ancestral Puebloan, and Territorial Revival architectural style blended with modern architectural elements.
6. Guarantee a high degree of connectivity for pedestrian and vehicular traffic, and support transit service.
7. Provide narrow, slow-speed streets to ensure the safety of pedestrians and bicyclists.
8. Encourages public health with enhanced safety considerations and improved walkability.
9. Improves local air quality through the addition of street trees and vegetative bioswales.
10. Locate buildings close to the street, so that streets and squares are defined as "outdoor rooms".
11. Utilize all the streets for on-street parking.
12. Encourage public spaces, public art, outdoor living and natural spaces wherever possible.

Sec. 26-2-251. Jurisdiction

NMO Zone standards apply to properties located within the boundaries of the NMO as shown on the Official Zoning Map.

Sec. 26-2-252. Allowed Uses

The following uses are permitted after approval of a site plan.

1. Offices
2. Hotel or Motel
3. Retail and Service Establishments less than 5,000 sq. ft.
4. Temporary Stands
5. Studios
6. Semi-professional or professional office
7. Theatres and commercial auditorium
8. Amusement Centers
9. Mixed Use development
10. Brew Pubs & Wine Tasting Establishments

11. Wineries
12. Restaurants
13. Coffee Shops
14. Farmers Markets
15. Community garden

Sec. 26-2-253. Conditional Uses

The following uses will be permitted in the NMO provided that the use has been reviewed the the Community Development Department and approved by the City Commission:

1. Nursery School
2. Public Utility structure
3. Recreational facility
4. Hospital or clinic
5. Boarding or lodging house
6. Multiple Family Dwellings
7. Senior living/assisted care
8. Institutions
9. Personal Services
10. Food Trucks
11. Any use not listed, needs City Commission Approval.

Sec 26-2-254 Prohibited Uses

1. Pawn Shops
2. Payday Loan Services
3. Second Hand or Consignment Stores
4. Vehicle Sales/ Leasing
5. Cars Washes
6. Paint and Body Shop
7. Service Stations
8. Vehicle Repair Shop
9. Single-Family Residential Dwelling Units

Sec. 26-2-255. General Design Principles

Uses and Streets shall be designed according to the following principles:

1. The NMO shall provide a distinct physical settlement, but shall not be walled off from the rest of the City.
2. Buildings shall front on and align with streets.
3. Civic buildings, such as places of public assembly, shall be sited and designed as landmarks.
4. Parking shall be located on street and behind structures, parking lots in front of uses shall not be permitted.
5. When a building is setback less than 5' in the front, a minimum 8' x 6' covered entry is required per lot.
6. Drive-through uses shall not be permitted.

7. All uses and structures shall incorporate Spanish Colonial or Territorial Revival architectural style or otherwise incorporate Ancestral Puebloan construction themes into the design of new structures in a culturally sensitive manner. Elements to incorporate could include:
 - 'Kiva' style or round structure elements
 - Clustered, block-like structures
 - Terraces
 - Horizontal brick elements (green stripe)
 - Doors set into corners
8. Principal Building percentage within the front street setback zone shall be a minimum of 90% (courtyards accessed from the sidewalk may count towards this requirement).
9. Signs shall be designed for the low-speed pedestrian environment. Signs shall incorporate the Spanish Colonial, Territorial Revival or otherwise incorporate Ancestral Puebloan architectural style.

Sec. 26-2-256. Street Network Design Principles

Streets and blocks shall be organized in a generally rectilinear or radial pattern. However, a strict grid is not required, and street layout shall take into account the following, in descending order of priority:

1. The design and location of streets shall minimize the alteration of natural resources and significant natural features of the site;
2. Streets, alleys, sidewalks, and trails shall provide multiple travel routes within and through the neighborhood where possible; and
3. Street orientations shall, where possible, provide views of the Animas River, the Ruins Trail and other neighborhood features;
4. Squares, greens, parks, plazas, and landscape areas shall be included providing focal points and areas for activity, recreation, and views.
5. Street rights-of-way shall provide for parallel parking
6. Alleys shall provide service access in the neighborhood center. Alleys are optional in areas that do not front on North Main.
7. Additional access points to Highway 550 are strongly encouraged
8. New streets shall provide a similar level of landscaping, sidewalks and pedestrian amenities as North Main.

Sec. 26-2-257. Block Length

1. Street shall not be longer than 500 feet unless buildings provide pedestrian access from the front sidewalk to rear parking areas at intervals of not more than 300 feet.
2. Street segments shall not be longer than 650 feet, and shall generally be shorter than 500 feet. This requirement does not apply where:
 - 1) The street segment traverses common open spaces that are wider than 650 feet; or
 - 2) The view along the segment is interrupted by a significant curve, jog, or offset in the street, provided that the curve, jog, or offset is situated not more than 650 feet from the intersections that define the street segment.
 - 3) The City Commission determines that the street segment is appropriate based on existing and planned conditions.

Sec. 26-2-258. Cul-de-sacs

1. Cul-de-sacs may be used where necessary due to site constraints that cannot be addressed using loop streets.
2. Cul-de-sacs shall not be longer than 350 feet, measured along the centerline of the street from the point of intersection to the middle of the cul-de-sac.

Sec. 26-2-259. Access and Parking

1. On-street parking shall be provided. On-street parking is optional in areas that do not front on North Main.
2. Off-street parking for residential development shall be accessed by an alley or parking court.
3. Off-street parking for nonresidential and mixed-use shall be located behind principal buildings, and shall be accessed:
 - 1) From streets; or
 - 2) From an alley.

Sec. 26-2-260. Buffering

1. When new development abuts existing residential development outside of the North Main Overlay Zone, the new development shall provide buffering in the form of walls, landscaping, berms, an increased setback or a combination of the above.
2. Walls shall be masonry and a minimum of four feet and a maximum of eight feet in height.
3. Landscaping shall be designed to achieve opacity of 80% in the summer months and 50% in the winter months.

Sec. 26-2-261 Landscaping

1. Landscape plans as are required shall be submitted by the applicant showing compliance with the provisions of this section. A licensed landscape architect or architect shall stamp landscape plans. The landscaping plan shall meet the minimum standards set forth in §26-3-146. Landscaping shall be designed to achieve opacity of 80% in the summer months and 50% in the winter months. Please reference the plant palette for landscaping uses.
2. All cut and fill slopes and retaining walls more than three feet high and with a grade of 3:1 or more shall have screening vegetation planted and maintained at the base of the slope and those with a grade of less than 3:1 shall have screening vegetation planted and maintained on the face of the entire cut or fill slope.

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XIV. BUSINESS ITEM (C)
AGENDA TITLE: Intent to Adopt Ordinance 2018-470 Amending Chapter 5 - Animals

ACTION REQUESTED BY: Animal Control and Care
ACTION REQUESTED: Approve the Intent to Adopt Ordinance 2018-470 Amending Chapter 5 - Animals
SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS

It has been four years since Chapter 5 Animals in the Aztec City Code has been significantly amended. As such, The Animal Care and Control Staff has thoroughly reviewed Chapter 5 of the City Code and has determined the need for amending this chapter.

SUPPORT DOCUMENTS: Ordinance 2018-470

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Intent to Adopt Ordinance 2018-470 Amending Chapter 5 - Animals

**City Of Aztec
ORDINANCE 2018-470**

An Ordinance Amending Chapter 5 - Animals

WHEREAS: It has been several years since Chapter 5 Animals in the Aztec City Code has been amended; and

WHEREAS: The Animal Care and Control Staff has thoroughly reviewed Chapter 5 of the City Code and has determined the need for amending this chapter; and

WHEREAS: The Animal Care and Control staff has proposed that the attached Chapter 5 be adopted by the Aztec City Commission.

NOW THEREFORE BE IT ORDAINED By The Governing Body of The City of Aztec, New Mexico that ordinance 2018-470 be and hereby amended as attached:

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2018

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Victor Snover

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

Chapter 5 ANIMALS

ARTICLE I. IN GENERAL

Sec. 5-1. Penalty.

Violations of this chapter are punishable as provided in Section 1-8.
(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings as defined to them in this section, except where the context clearly indicates a different meaning:
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Abandon

The leaving of any animal by any person without making effective provisions for its proper care, including but not limited to voluntarily vacating or being involuntarily removed from any residential premises. Failure to provide any animal with one or more of the necessities of life including air, adequate food, potable water, sanitary conditions, or protection from the heat, cold, or other elements of nature for twenty four (24) or more hours, or to leave in the custody of another person without their consent.

Adoption

The transfer of ownership of an animal that is impounded at the Aztec Animal Shelter to a qualified adopter.

Animal

Any vertebrate member of the animal kingdom excluding human beings.

Animal Care and Control.

The Department within the City of Aztec where Animal Control Officers and Animal Shelter Staff house stray and homeless animals and enforce the ordinances in this chapter.

Animal Control Officer

A person designated by the City to represent and act for the City in the impounding of animals, controlling of animals at large, and enforcing the provisions of this chapter and all regulations relating to animals as authorized by state or federal law.

Anti-Escape Devise

Housing, fencing, or other devises which prevents a dangerous dog from leaving property.

At Large

To be free of physical restraint, on or off the Owner's property, that is not fully confined within a building, shelter, walled or fenced area or secured by a rope, chain or other restraining device, or restrained on a leash no longer than eight feet and held by a responsible person capable of controlling the animal. (Verbal commands do not constitute

control of an animal.) Animals abandoned without obvious ownership are also considered at large.

This definition does not apply to:

- Animals in a city designated dog park
- Wild or feral animals
- Animals used by a police officer for law enforcement purposes
- Cats, as they are allowed to roam free.

Basic Grooming

Maintaining the eyes, ears, beaks, hooves, feet, nails, coat, and skin of an animal.

Bite

The puncture or tear of the skin inflicted by the teeth of an animal.

Bodily Injury

A type of injury that would cause a reasonably prudent person to seek treatment from a medical professional or veterinarian without regard to whether the person actually sought the treatment.

Boarding

A per day fee charged to the animal owner once the owner has been notified that their animal is at the Animal Care and Control Facility.

Breeder Permit

A permit issued by Animal Care and Control to any person involved in controlled breeding of dogs and cats which are registered with a nationally or internationally recognized animal registry organization such as:

- AKC – American Kennel Club or a group recognized by AKC
- CFA – Cat Fanciers Association

Confined

Restriction of an animal at all times by an owner or keeper to an escape proof building or other enclosure away from other animals and the public.

Dangerous animal

Any of the following:

- Any Animal which when unprovoked, attacks a human being and causes bodily injury, serious bodily injury or death and the attack occurs in a place other than an enclosure in which the animal was being kept.
- An animal that is at large and makes an unprovoked attack on a domestic animal that causes the death of the attacked animal; or an animal that is at large and makes an unprovoked attack on a domestic animal that causes serious bodily injury and the attacking animal has already made at least one (1) documented unprovoked attack on a previous occasion.

Direct Physical Control

Precautions in place so a person may exercise physical control over the animal in the event it should become necessary to do so to protect the animal, a human, or another animal from harm.

Director

The Executive Director of Animal Control and the Animal Shelter.

Domestic Abuse Boarding

A program at Aztec Animal Care and Control where animals owned by a victim of a Domestic Abuse Situation may obtain temporary housing at Aztec Animal Shelter for little or no cost to the victim.

Domestic Animal

Any animal that may be kept as a pet or as livestock within the City limits of Aztec so long as all provisions of this chapter are met, ownership of said animal is not prohibited by any international, federal, local or state law, and it is not a wild animal, as defined herein, including but not limited to the following animals:

- Reptiles – any non-venomous reptile that does not typically reach total lengths greater than eight (8) feet
- Birds – any birds commonly kept as pets, or any bird kept for falconry purposes by a state and federally permitted falconer
- Fish – any fish commonly kept as pets
- Mammals – any mammal commonly kept as a pet or livestock including, but not limited to, dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, sugar gliders, horses, cows, alpacas and llamas.

Endangered Species

A species is endangered if it is in jeopardy of extinction or extirpation from the state; a species is threatened if it is likely to become endangered within the foreseeable future throughout all or a significant portion of its range in New Mexico

Euthanasia

The administration of a drug which shall cause the humane death of an animal. The administration of this drug shall only be given by a licensed Veterinarian or a Licensed Euthanasia Technician, certified through the State of New Mexico. Such method shall not destroy brain tissue necessary for laboratory examination for rabies.

Exposure to rabies

The exposure resulting from a bite by an animal susceptible to rabies or from contact of the saliva of such animal with any break or abrasion of the skin.

Feral animal

Any un-owned, untamed animal that will not voluntarily accept handling by humans despite usually being considered a domestic animal.

Field health office

The health office(s) located in the county and administered by the division.

Health Services Division

The health services division of the health and environment department of the state:

Post Office Box 968
Santa Fe, New Mexico 87503

Heat or season

A regularly recurring state of estrus during which the female animal is capable of attracting or accepting the male for breeding or is capable of conceiving.

Humane Trap

Any trap designed to capture an animal without causing any injury to the animal.

Hybrid

An animal created by breeding animals of different species. For purposes of this article, it includes, but is not limited to the hybrid offspring of domesticated dogs and wolves, or domesticated dogs and coyotes.

Identification

Any acceptable method, such as a microchip, identification tag, or tattoo, which can be used to readily trace the current owner of an animal.

Impounding facilities

Any Animal Care and Control Facility, animal shelter, kennel, veterinary hospital, lot premise or building maintained or contracted by a municipality or county for the care and custody of animals.

Inhumane treatment

Any treatment of an animal prohibited by any provision of this chapter

Intact Animal

Any animal that has not been sterilized.

Isolation

The confinement of animal in an escape proof run or cage so that there is no possibility of direct contact with other animals or humans.

~~Kennel Permit~~ Multiple Animal Permit

A permit issued by Animal Care and Control for any person within the City limits of Aztec wanting to have more than five (5) sterilized dogs or cats, providing all requirements are met.

Laboratory

The scientific laboratory division (SLD) of the health and environment department of the state, 700 Camino De Salud, Albuquerque, New Mexico 87106.

Livestock

Cattle, consisting of all bovine species; Horses, consisting of all equine species including mules, donkeys, sheep, consisting of all ovine species; goats, consisting of all caprine

species; llamas or alpacas; rabbits; chickens; and pigs or hogs, consisting of all swine species (Does not include Pot Belly Pigs).

Microchip

A passive electronic device that is injected into an animal by means of a hypodermic-type syringe device and which is a component of a radio frequency identification (RFID) system (excluding any system that is not compatible with the scanner used by Aztec Animal Care and Control). Each microchip shall contain a unique and original number that is read by an electronic scanning device for the purpose of animal identification and recovery by the animal's owner. Microchips can be implanted by Animal Care and Control Staff or a Veterinarian of your choice.

Nuisance

An animal that:

- Damages, soils, or defecates on any private property or on public walks and recreation areas; or
- Causes unsanitary, dangerous, or offensive conditions; or
- Continuously barks, howls or makes noise common to its species. ~~between the hours of 11:00 pm and 6:00 am;~~

Owner

An owner of an animal is a person who, for more than 14 days, owns, harbors, keeps, knowingly causes or knowingly allows an animal to be harbored or kept, has an animal in his care, has assumed ownership responsibility or who represents the owner, or has allowed a stray animal to remain on property owned, leased or controlled by him.

Potable Water

Water that is safe for drinking.

Permitted premises

The establishment, household, property or site for which a valid permit has been issued by Animal Care and Control for use as a dangerous animal site, breeder site, or ~~kenel~~ multiple animal site.

Premises

Any parcel of land and the structure(s) thereon.

Proof of Ownership

Documentation or evidence which proves to the satisfaction of the Director that the person is the owner of the animal, including, but not limited to, ~~a City of Aztec animal license~~, microchip identification, Veterinarian invoice, official registration or photographs of the animal.

Provoked

The response of an animal that a reasonable person believes the animal has taken to defend itself, its owner or family member, or another person within its immediate vicinity from assault, actual or perceived, or to defend real property belonging to its owner or family member.

Qualified Adopter

A person who is 18 years of age or older, who has never been convicted of any form of cruelty under any law, and has not been convicted two or more times for any violation of any ordinance included in this chapter, has never had any animal related permit revoked or suspended, has never failed to reclaim an animal from Aztec Animal Care and Control, has not surrendered an animal within one year of the time of adoption and has never been convicted of child or domestic abuse.

Quarantine

To confine and isolate from human beings and other animals in an approved quarantine facility or in all stipulations of a home quarantine when allowed by the Animal Care and Control Director. The quarantine period is ten (10) days from the date and time of the bite.

Service animal

An Animal trained by a certified guide dog school to lead blind persons; an animal trained by a certified hearing ear dog school to aid hearing impaired persons, or an animal approved by an institution or program approved by Animal Control, including the Vocational Rehabilitation Division of the New Mexico Department of Public Education to assist a mobility impaired person.

Serious Bodily Injury

Bodily injury that creates a substantial risk of death or, serious permanent disfigurement or the loss or function of any body part.

Shelter

A structure that is capable of providing cover and protection from the weather. A shelter must have at least three (3) sides, a top, a bottom, it must have bedding material. It must be large enough so that the animal can enter, stand, turn around, and lie down, but small enough to prevent the loss of body heat during cold weather.

Stray animal

Any animal at large, any animal abandoned, or any animal whose owner is unknown to Animal Care and Control staff.

Sterilized

Any animal rendered incapable of reproduction.

Unaltered

An intact animal, an animal that is capable of reproduction.

Vaccination against rabies

The injection of an approved rabies vaccine by or under the supervision of a licensed veterinarian, given in an amount sufficient to provide immunity from rabies as required by State Law.

Veterinarian

A person with a Doctor of Veterinary Medicine degree licensed to practice veterinary medicine in the state.

Wildlife

Any non-domesticated animal species, such as but not limited to: skunks, raccoons, bats, deer, coyotes, foxes, waterfowl, birds of prey, pigeons, migratory birds, porcupines, and snakes. Per State of New Mexico Department of Game and Fish Recommendations: Please be advised to avoid direct contact with wild animals. The public is advised to leave all wild animals in place even if they feel the animals are babies and appear to be orphaned or abandoned.

Sec. 5-3. Transportation of Animals.

Nothing in this chapter shall be deemed to prohibit the transportation of horses, cattle, sheep, poultry or other agricultural livestock in trailers or other vehicles designed and constructed for such purpose.

(Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-4 to 5-200. Reserved.

ARTICLE II. ADMINISTRATION AND PROCEDURES

DIVISION 1. REGULATIONS AND OFFICERS**Sec. 5-201. Administration of Chapter.**

The Director is responsible for the administration of this chapter. Reasonable rules and regulations shall be prescribed by the Director to carry out the intent and purpose of the Animal Control Chapter. The Director may delegate authority to duly appointed Animal Control Officer(s) as he or she deems expedient to carry out the provisions of this chapter.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-202. Policy and Procedure.

A Policy and Procedure Manual will be kept and maintained by the Animal Care and Control Director. This manual will contain information on procedures pertinent to this Department, such as, but not limited to cleaning procedures, adoption policies, care of animals and evacuation plans.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-203. Animal Control Officers as Peace Officers for Issuance of Citations.

The City Police, the Director and Animal Control Officers have the authority of Peace Officers to issue citations for violations of this chapter and to perform such other duties as are prescribed by the City Manager. An Animal Control Officer shall wear a uniform, and a badge, and a name tag identifying them as an animal control officer. The badge shall be returned to the Director upon the termination of his employment.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-204. Right of Entry of Animal Control Officers.

Animal control officers, in the performance of their duties, may enter upon private property, except a private residence, for the purpose of apprehending animals at large, stray animals, and checking on the welfare of animals.

Sec. 5-205. Enforcement of Violations.

Each 24 hour period of violation, and each separate animal or condition in violation of this chapter, can constitute a separate offense.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-206. Violation Process.

1. Citations may be issued for any offense of this chapter with or without any warnings.

2. **Courtesy Notice.** A Courtesy Notice may be sent when violations are reported to, or observed by Animal Control. This is a first level warning and not a citation. This notice will simply advise the animal owner of the violation and give the owner a time frame in which to contact Animal Control to see if and when the issue can be resolved.
3. **Intent of Violation Notice.** If the animal owner does not respond to the Courtesy Notice within the time given then an Intent of Violation Notice will be sent out informing the animal owner of Animal Controls intent to issue a citation(s) if the issue is not corrected within a specific time frame. The Intent of Violation Notice is a second level warning and not a citation.
4. **Citation.** If a violation has not been corrected then a Citation from Animal Control will be issued.

Secs. 5-206 5-207 to 5-220. Reserved.

DIVISION 2. FACILITIES

Sec. 5-221. Established.

There is established an Animal Care and Control facility located on Sabena Street, Aztec, New Mexico.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-222. Hours of Business.

Animal Care and Control shall be kept open to the public for the transaction of business during the hours set by the Director.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-223. Unauthorized Removal of Animals.

No person shall remove an impounded animal from an Animal Care and Control employee, Animal Care and Control vehicle, or the Animal Care and Control premises without lawful permission.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-224. Impoundment.

It is the duty of the Animal Control Officers to take-up and impound any stray or any animal kept or maintained contrary to this chapter.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-225 to 5-230. Reserved.

DIVISION 3. IMPOUNDING, SURRENDERING, REDEMPTION AND ADOPTION PROCEDURES

Sec. 5-231. Impounding Strays.

1. All strays may be impounded.
2. When a stray is brought in by the public that person shall sign documentation stating that they are not the owner that they found the animal as a stray and request that Animal Care and Control impound as prescribed by law. It is not implied or guaranteed that any person bringing in a stray would be allowed to adopt the animal at the end of its stray hold.
3. Any stray which is impounded with a severe or life threatening injury or illness, shall be kept comfortable to the best of the Animal Care and Control's ability for the duration of the stray hold, however if such injury or illness is so severe that it is beyond Animal Care and Control's ability to alleviate suffering, then such animal shall be humanely euthanized immediately.
4. If a stray animal is wearing ~~a license or an ID tag~~, anti-rabies tag, or has an identifying tattoo or other identification ~~such as a microchip~~, the animal shall be confined at Animal Care and Control for a period of at least six (6) days, during which time an attempt shall be made to locate and notify the owner. If a stray animal is not wearing a license, tag or other identification, the animal shall be impounded at Animal Care and Control for at least four (4) days. The Director may dispose of an impounded stray animal the day after the required impoundment period in the following manner:
 - (1) The animal may be adopted;
 - (2) Sent to Rescue; or
 - (3) Euthanized in a humane fashion.
5. When an Animal Control Officer finds that an animal is without proper care due to injury, illness, incarceration or absence of the owner or person responsible for providing care for the animal or does not get any response from any notices left at the residence, the Animal Control Officer shall take the animal into protective custody until the owner can be contacted.
6. If an animal is surrendered to the Animal Care and Control Facility the owner must sign a statement of surrender stating that they are the owner of the animal and that they now relinquish all rights and title and interest therein to the Animal Care and Control Department for the disposition of the animal as the Animal Care and Control Department deems best and waives any and all claims of damages against the Animal Care and Control Department and the City of Aztec.
7. When an owner surrenders their animal to the Animal Care and Control Facility, they will not be permitted to adopt from the facility for one year, unless they are surrendering the animal for euthanasia due to medical reasons.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-232. Redemption Fees and Procedures.

1. An owner reclaiming a dog or cat shall pay the city the established reclaim fee as specified in Article V of Chapter 16 – Fee Schedule.
2. In addition the owner shall pay a sterilization fee (as established in Article V of chapter 16 Fee Schedule) if the animal they are redeeming is not sterilized, regardless of the jurisdiction from where the animal came in from. If the owner lives within the city limits of Aztec, they will be given the option to either obtain a Breeder permit, intact animal permit or get their animal sterilized. An owner reclaiming for the second time a dog or cat for which a Breeder Permit or Intact Animal Permit has been issued will have the permit revoked and will be required to get their animal sterilized.
3. The owner of any impounded dog or cat that ~~has not been licensed~~ **does not have and I.D. tag or microchip as** required by this chapter may redeem the animal by paying the required ~~license~~ fees to Animal Care and Control, as established in Article V of Chapter 16 – Fee Schedule.
4. The owner of any impounded dog or cat, regardless of jurisdiction, that does not have proof of a current rabies vaccination as required by this chapter will pay a fee to Animal Care and Control as established in Article V of Chapter 16 – Fee Schedule.
5. The owner also shall reimburse the city for all boarding, medical and maintenance costs incurred by the city during the impoundment.
6. When the owner of an impounded animal comes to redeem that animal the Director may ask that they bring proof of ownership; Documentation or evidence which proves to the satisfaction of the Director that the person is the owner of the animal, including, but not limited to, a ~~City of Aztec animal license~~, microchip identification, Veterinarian invoice, official registration or photographs of the animal.
7. An owner reclaiming an animal other than a dog or cat shall pay all reclaim fees established by the Animal Care and Control Director, and shall reimburse the city for all boarding, medical and maintenance costs incurred by the city during the impoundment.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-233. Records Kept.

A record of all animals impounded at Animal Care and Control shall be maintained for a period of three years. The record shall contain at least the following information:

1. A detailed description of the animal and picture when possible;
2. The manner and date of its acquisition by Animal Care and Control;
3. A copy of a valid driver's license from the person bringing in the animal;
4. The date and manner of its disposal;

5. The name, address and telephone number, copy of valid driver's license, of the party adopting or redeeming the animal;
6. All fees received; and
7. A record of all "dead on arrivals," including any identification information found on the animal and a description of the animal when possible.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-234. Adoptions.

1. The Animal Care and Control Director or his or her designee shall have the authority to deny the adoption of an animal in our care.
2. ~~All potential adopters will fill out an adoption survey form provided by Animal Care and Control, which will help staff match the potential adopter with the best animal.~~
2. Animal Care and Control will not allow any dog or cat that has been impounded at Animal Care and Control to be adopted if Animal Care and Control knows the purpose is for resale. No dog or cat adopted from Animal Care and Control will be sold, leased or rented to another party.
3. All Adoption records shall remain confidential, for the privacy and protection of individuals involved. All rescue groups shall remain confidential, for the privacy and protection of the groups involved. Information concerning animals reclaimed by their owners shall remain confidential, for the privacy and protection of the owners involved. Law enforcement and other animal control agencies are exempt from the confidentiality provisions hereof.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-235. Failure to return Adopted Animal for Spay/Neuter.

All animals adopted from the Aztec Animal Care and Control Facility shall be spayed or neutered, prior to leaving the Facility unless age/weight or minor illness prevents surgery at that time. In which case said animal shall be brought back to the Facility for the scheduled appointment for spay or neuter no later than 3 months of age or when deemed medically fit regardless of the jurisdiction in which the animal resides.

(Ord. 2014-436, eff.. 2014-Mar-18)

Secs. 5-236 to 5-300. Reserved.

ARTICLE III. OWNER DUTIES

Sec. 5-301. Liability of Damages Caused by Animals.

If any animal shall do damage to either the body or the property of any person, the owner, or if the owner is a minor, the parent or guardian of such minor shall be liable for such damage, unless such damage shall have been occasioned to the body or property of a person who, at the time of such damage, was committing a trespass or other tort or was teasing, tormenting or abusing such animal.

(Ord. 2014-436, eff.. 2014-Mar-18 Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-302. Restraint Devices.

A rope, chain, or other device may be used to restrain an animal, provided the following criteria are met:

1. The device must be affixed to the animal by use of a non-abrasive, comfortably fitted collar or harness, the rope, chain or other device may not be wrapped around the animal's neck. Choke or prong type collars shall not be used.
2. The device must be at least 12 feet long. The device must be fastened so the animal can sit, walk and lie down comfortably; and must be unobstructed by objects that may cause the device or animal to become entangled or strangled. The device must be an appropriate size for the animal and not so heavy that it restricts or burdens the animal's movements.
3. The animal must have easy access to adequate shade, shelter, food and potable water.
4. An animal that lives the majority of its life tied out on some form of a restraint device (more than 4 hours a day) must be spayed or neutered and will not be qualified for a Intact Animal Permit, or Breeders Permit nor would the owner qualify for a ~~Kennel~~ **Multiple Animal** Permit.
5. The area where the animal is confined must be kept free of garbage and other debris that might endanger the animal's health or safety. Feces will be cleaned up ~~regularly, but no less frequently than once a week~~ **daily**.
6. The area where the animal is confined must be kept free of insect infestation, such as ant hills, wasp's nests, and flea, tick and maggot infestations.

(Ord. 2014-436, eff.. 2014-Mar-18 Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-303. ~~Dog and Cat Licenses~~ Identification Required

1. Any person owning, possessing or harboring any dog or cat of three (3) months of age or over shall ~~obtain a license for such animal. Licenses may be obtained from Animal Care and Control. A current rabies vaccination certificate shall be presented at the time of the application for license. In the event a tag is lost, replacement tags must be purchased as established in Article V of Chapter 16 — Fee Schedule. The license shall expire one (1) year from the date of issue and shall be renewed annually. A late renewal charge (more than one (1) month beyond renewal date) will be issued per animal as specified in Article V of Chapter 16 — Fee Schedule. Senior Citizens 65 years or older will receive a discounted rate of half (1/2) price.~~ ensure that their animals have Identification Tags affixed to the collar or the animal has a microchip.
2. ~~A current license tag shall be affixed to the licensed dog or cat at all times.~~
3. ~~Animals belonging to nonresidents who do not keep the animals within the corporate limits of the city for thirty (30) consecutive days shall be exempt from this section;~~
4. ~~The license fees shall not apply to dogs trained to assist, and, in fact, used to assist the blind or deaf, mobility impaired or to any police dogs.~~
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-304 to 5-400. Reserved.

ARTICLE IV. PROHIBITED ACTIONS

DIVISION 1. IN GENERAL**Sec. 5-401. Interference with Animal Control Officer.**

It is prohibited for any person to interfere with an Animal Control Officer in the performance of their duties required by this chapter. Interference shall be considered a misdemeanor.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-402. Service Animals Trained to Assist the Impaired in Public Places.

~~It is unlawful for any person owning, operating or maintaining any public place of business or conveyance into which the general public has access, to exclude from there, any animal which is a service animal or has been trained to assist the blind, deaf or mobility impaired provided that such animal is under proper supervision of the handler or the blind or deaf or mobility impaired person whom it was trained to assist in conformance with the law.~~

(Ord. 2007-344, eff.. 2007-Apr-03)

1. A service animal must be allowed to accompany the handler to any place in the building or facility where members of the public, program participants, customers, or clients are allowed. Even if the business or public program has a “no pets” policy, it may not deny entry to a person with a service animal. Service animals are not pets. So, although a “no pets” policy is perfectly legal, it does not allow a business to exclude service animals.
2. A service animal means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button.
3. Emotional support animals, comfort animals, and therapy dogs are not service animals under Title II and Title III of the ADA. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals either. The work or tasks performed by a service animal must be directly related to the individual’s disability. It does not matter if a person has a note from a doctor that states that the person has a disability and needs to have the animal for emotional support. A doctor’s letter does not turn an animal into a service animal. However A public accommodation or facility is not allowed to ask for documentation or proof that the animal has been certified, trained, or licensed as a service animal; the only two questions that may be asked are:
 - 1) Is the animal required because of a disability?
 - 2) What work or task has the animal been trained to perform?
4. The handler is responsible for the care and supervision of his or her service animal. If a service animal behaves in an unacceptable way and the person with a disability does not control the animal, a business or other entity does not have to allow the animal onto its premises. Uncontrolled barking, jumping on other people, or running away from the handler

are examples of unacceptable behavior for a service animal. A business has the right to deny access to a dog that disrupts their business.

5. The animal must be housebroken and the animal must be vaccinated in accordance with state and local laws.

Sec. 5-403. Fraudulent Use of Anti-Rabies ~~and License~~ Tags.

1. It is unlawful for any person to affix anti-rabies or a license tag to the collar or harness of any animal other than the animal for which the anti-rabies ~~or license~~ tag was issued.
2. It is unlawful for any person to manufacture or cause to be manufactured or to have in his possession or under his control, a stolen, counterfeit or forged ~~animal license tag,~~ rabies ~~tag~~ ~~or~~ vaccination certificate ~~or other form of animal or premises license.~~
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-404 to 5-420. Reserved.

DIVISION 2. CRUELTY TO ANIMALS

Sec. 5-421. Inhumane Treatment of Animals.

1. No person shall euthanize his own animal in a manner other than the one defined in this chapter.
2. No person shall cause, allow, or permit any animal to remain in its own filth.
3. The area where the animal is confined must be kept free of garbage and other debris that might endanger the animal's health or safety.
4. No Person shall fail to provide, at any time, any animal under his care to be without adequate wholesome food, potable water, shade, and shelter.
5. No person shall dock the tail or remove the dew claws of an animal over five (5) days of age, or crop the ears of an animal of any age, unless he is licensed to practice veterinary medicine in the State of New Mexico.
6. No person shall fail to provide basic grooming for any animal
7. No person shall fail to seek medical attention for any animal having obvious injury, or illness, or is infected with any dangerous or incurable or painfully crippling disease. (This subsection shall not be construed to include veterinary hospitals or animals under active veterinary care.)
8. No person shall fail to notify Animal care and Control when any motor vehicle that he is in control of strikes an animal.
9. No person shall own any animal having an infestation of ticks, fleas, or other parasites which has not been treated by a veterinarian or with appropriate commercially available treatments.

~~10. No person shall dye or otherwise artificially color any animal.~~

10. No person shall have a collar or harness attached that is of inadequate size so that is restricting the animal's growth or causing damage to the animal's skin.

11. No person shall tease, taunt, willfully or maliciously kill, maim, disfigure, torture, kick, beat with a stick, chain, club or other object, mutilate, burn or scald with any substance any animal.

~~12. No person shall carry or transport an animal in any vehicle and fails to effectively restrain the animal so as to prevent the animal from being accidentally thrown from the vehicle.~~

12. No person shall place or confine an animal in a motor vehicle or trailer under conditions which may endanger the health of the animal due to temperature, lack of food or water, or other circumstances which may cause bodily injury or death to the animal.

13. No person shall cause, allow, or train any animal to fight another animal or be in possession of any animal fighting paraphernalia or training equipment.

14. No person shall abandon any animal that they have possession of at any business, on public property, or with any other person that has not agreed to be responsible for the care of the animal, or abandon the animal at the Animal Care and Control Facility. (Animals that are to be abandoned can be turned over to a staff member of the Animal Care and Control Department during normal business hours or a staff member can be reached for after hours drop off by calling Dispatch at (505) 334-6622.

15. No person shall make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with any harmful or poisonous substance. (It is not the intent of this subsection to prohibit the use of poisonous substances for the control of vermin of significance to public health.)

16. When an Animal Control Officer does not get a response from any notices left at the residence, and finds the animal to be without proper care, whether it be lack of food and water, sickness or injury, the Animal Control Officer has the right to take the animal into protective custody. If at any time an Animal Control Officer finds an animal that is in imminent danger of death whether on private or public property the Animal Control Officer shall take the animal and upon the advice of a licensed veterinarian, the Animal Control Officer may take such action as called for to prevent undue pain and suffering including basic medical treatment and or euthanizing the animal immediately

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-422. Leg Hold Traps Prohibited.

It shall be unlawful for any person to set steel-jawed leg hold traps within the limits of the City of Aztec.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-423 to 5-430. Reserved.**DIVISION 3. NUISANCES****Sec. 5-431. Animals at Large.**

1. It is unlawful for the owner of an animal to cause or allow the animal to be at large in or on any public property or any other property without the permission of the owner of the property.
2. It is unlawful to permit dogs in the streets or public places unless on a secure leash and under the immediate physical control, not voice control, of the person having custody thereof. No dog is allowed upon a public playground or on the premises of a public swimming pool or water-park or upon a school yard.
3. It is unlawful to Allow an animal to be free of physical restraint on or off the owners property, and an animal that is not fully confined within a building, shelter, walled or fenced area would be considered at large.
- ~~4. Any animal at large in violation of this subsection which has been picked up by an Animal Control Officer or otherwise delivered to the Aztec Animal Shelter facility for an animal at large violation shall be subject to mandatory spay or neuter at the owner's expense, and no such animal shall leave the Animal Shelter facility without having been spayed or neutered (the owner may take their pet to their personal Veterinarian for spay/neuter and bring proof of sterilization within 30 days) and all fees having been paid by the animal's owner. Or the owner may apply for an Intact Animal Permit pursuant to the provisions of Article VII, Division 2, Section 5-721 of this Chapter.~~
- ~~5. The provisions of paragraph 3 above shall apply to any such animal picked up in San Juan County, New Mexico and impounded at the Aztec Animal Shelter facility, whether the animal was picked up within or outside the city limits of Aztec, New Mexico.~~
5. The Animal Control Officers have the right to impound domestic animals that are destroying public or private property or endangering the welfare of any person or animal that is lawfully on public or private rights-of-way. Any animal in violation of this subsection is declared to be a nuisance, a menace to the public health and safety and shall be impounded
6. The Animal Control Officers shall only pick up diseased and/or injured wildlife, upon the advice of the State of New Mexico Department of Game and Fish.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-432. Animals Disturbing the Peace.

No person shall allow an animal in his possession or control to persistently or continuously make noise common to its species, or otherwise to disturb the peace and quiet of the inhabitants of the city. ~~between the hours of 11:00 pm and 6:00 am.~~

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-433. Animal Defecation; Cleanup.

1. It is unlawful for the owner of an animal to permit, either willfully or through failure to exercise due care or control, the animal to defecate upon public property or upon any private property other than the property of the owner of the animal without thoroughly removing and disposing of the feces.
(Ord. 2007-344, eff. 2007-Apr-03)
2. A person owning or having care, custody, or control over a pet such as a dog or cat shall frequently clean and dispose of the waste from the animal in a watertight and fly tight receptacle, which shall be emptied daily and in such a manner so as to prevent a nuisance, noxious smells, or other health hazards.
(Ord. 2017-467, eff.. 2017-Nov-01)

Secs. 5-434 to 5-440. Reserved.**DIVISION 4. MISCELLANEOUS****Sec. 5-441. Sale or Gift of Animals.**

1. No person shall display, sell, offer for sale, barter, auction, give away, or otherwise dispose of ~~an~~ any animal upon ~~a~~ any street, sidewalk, Public Park, public right of way or other public property, including business or commercial private property open to the public.
- ~~2. No person shall sell, offer for sale, barter or auction a dog or cat upon private property without first obtaining a valid breeder permit.~~
2. No person shall offer a live animal as an incentive to purchase merchandise or as a premium, prize, award, or novelty.
3. No person shall offer for sale, sell, and barter or give away turtles except in conformance with appropriate federal regulations.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-442. Animals on Unenclosed Premises.

It is unlawful for any person to chain, stake out, graze or herd any animal, including, but not limited to, a dog, on any unenclosed premises in such a manner that the animal may go beyond the property line.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-443. Unlawful Retention of Stray Animals.

If a person does not have the knowledge and consent of the owner of an animal, then that person shall report the possession of the animal to Animal Care and Control no later than 24 hours after first coming into possession of the animal. The person shall give his name and

address, a description of the animal, the circumstances under which he came into possession of the animal and the current location of the animal. He shall immediately surrender the animal to the Animal Control Officer upon demand.

(Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-444. Poultry.

Any person who keeps or causes to be kept any poultry within the corporate limits of the city shall keep such poultry in a pen or similar enclosure preventing their roaming at large. Any such poultry at large may be impounded by Animal Care and Control. It is unlawful to cause or allow any stable or place where any animal is or may be kept to become unclean or unwholesome.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-445 to 5-500. Reserved.

ARTICLE V. RABIES CONTROL

Sec. 5-501. Rabies Vaccination Required.

1. It is the duty of all persons owning or keeping a dog or cat over the age of four (4) months to have such animals vaccinated against rabies. The rabies vaccination shall be administered by a licensed Veterinarian as required by state law. A rabies certificate from a licensed Veterinarian shall be accepted as evidence of vaccination.
2. It is unlawful for the owner or keeper of any dog or cat to fail to exhibit its certificate of rabies vaccination upon demand by the Director or by any Animal Control Officer.
3. A current rabies tag shall be securely affixed to the collar or harness of all dogs and cats and shall be worn by all dogs and cats. However, a rabies tag will not be accepted as proof for current rabies vaccine unless verified by the matching certificate.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-502. Rabies Quarantine Area.

Any District Health Officer of the state may declare a quarantine against rabies within the health district or any part thereof when rabies have been determined to exist to the extent that it is a danger to public health. Upon written findings of such danger and approval of the Division Director, all animals specified in the order shall be confined as directed by the District Health Officer. After reasonable effort to apprehend any dog or cat at large and uncontrolled by its owner during a period of quarantine, any Animal Control Officer or Peace Officer may destroy the dog or cat and properly dispose of the body. The District Health Officer may order other measures as may be necessary to prevent the spread of rabies. Quarantine shall not be removed except by order of the District Health Officer.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-503 to 5-600. Reserved.

ARTICLE VI. DANGEROUS ANIMALS

Sec. 5-601. Dangerous Animals.

1. It is conducive to the promotion of the health and general welfare of the inhabitants of this city to require permits for dangerous dogs, and to establish regulations for the proper containment of the dogs.
2. No person shall keep or harbor a dangerous animal within the city limits without a permit;
3. Nor allow it to be at large within the city limits.
4. Exceptions:
 - (1) The dog was used by a law enforcement official for legitimate law enforcement purposes;
 - (2) The threat, injury or damages was sustained by a person or domestic animal who was:
 - (a) Trespassing upon premises occupied by the owner or the dog;
 - (b) Provoking, tormenting, abusing or assaulting the dog or had repeatedly, in the past, provoked, tormented, abused or assaulted the dog; or
 - (c) Committing or attempting to commit a crime; or
 - (3) The dog was:
 - (a) Responding to pain or injury;
 - (b) Protecting itself or its offspring; or
 - (c) Protecting or defending a human being or domestic animal from attack or assault.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-602. Permit Requirements.

1. A dangerous dog permit shall be required for each property where dangerous dogs are to be kept. Procedures for permit application, inspection of property, and issuance of dog identification tags will be established by the Director.
2. Permit applications shall include the following information:
 - (1) The owner name, address and telephone number of the property where dangerous dogs are to be kept;
 - (2) The name, address and telephone number of alternate contact who can be reached at any time during the day or night;
 - (3) The location where the dog or dogs are to be housed on the property; and
 - (4) Any other information that the Director deems necessary by rule and regulation. Permit holders shall notify Animal Care and Control if any information recorded as part of the

permit application is changed during the course of the period for which the permit is issued.

3. All dogs deemed dangerous by Animal care and Control will be spayed or neutered before any permits are issued.
4. The Director or the designee shall inspect the property where the dangerous dog is to be housed when the dangerous dog permit is applied for and when it is renewed.
5. If the inspection reveals that all the requirements are met, a fee (as established in Article V of Chapter 16 – Fee Schedule) shall be paid and a dangerous dog permit and special dangerous dog identification tags for the approved dog shall be issued by Animal Care and Control. The permit shall be displayed at the approved property and an identification tag shall be affixed to the collar of each dog.
6. The dangerous dog permit shall be valid for one (1) year and must be renewed annually within thirty (30) days after the renewal date.
7. Whenever there is a dangerous dog on the premises, the standards of this subsection, in addition to the other requirements and regulations, shall be complied with, as follows:
 - (1) Housing shall have anti-escape fences completely surrounding it or be an anti-escape building sufficient to house dangerous dogs.
 - (2) All gates and entrances to the area where the dangerous dog is housed shall be locked when not in use.
 - (3) Additional measures found necessary by the Director shall be taken to protect the public from accidental contact with any dangerous dog.
 - (4) Where dangerous dogs are kept outside, the area must be enclosed by at least a six-foot chain link fence or other fence of equal security, wall or adequate wood fence, to which anti-escape devices have been added. The adequacy of the fencing shall be subject to the approval of the director.
 - (5) In order to control noise, the director may require a sight barrier which breaks the dog's line-of-sight.
 - (6) Where dangerous dogs are housed inside, exterior glass must be adequate, or additional protective measures must be taken by the owner, as required by the Director, to prevent the dog from jumping through it.
 - (7) The building and yard in which a dangerous dog is housed must be posted with bilingual, English and Spanish, or visual dangerous dog signs, approved by the director that shall not be more than two hundred feet (200') apart, and shall be at all property comers and at every entrance into the area
 - (8) For dangerous dogs that are transported in vehicles, measures prescribed by rule and regulation of the Director must be taken to protect the public from accidental contact with a dangerous dog.

(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-603 to 5-700. Reserved.

ARTICLE VII. PERMITS

DIVISION 1. IN GENERAL**Sec. 5-701. Expiration of All Permits.**

1. Permits shall expire one year after the date of issuance of the permit. An application for renewal shall be filed with Animal Care and Control 30 days before the date of expiration.
2. Failure to renew permits as specified shall result in the expiration of the permit or in the assessment of a late fee in addition to the cost of renewing the permit, as established in Article V of Chapter 16 Fee Schedule.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-702. Transferability of Permits.

No permit is transferable from one person or place to another person or place.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Sec. 5-703. Notice of Changes.

A permit holder shall notify Animal Care and Control of any changes which may affect the status of the permit and shall keep Animal Care and Control informed of all changes in name, location, address, home and business telephone number, of the site and activities covered by the permit.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Secs. 5-704 to 5-720. Reserved.**DIVISION 2. INTACT ANIMAL****Sec. 5-721. Permit Required.**

1. No person may own or harbor an Intact Animal within the city limits of Aztec, unless the owner of said animal has acquired a permit from Animal Care and Control.
- ~~2. Any animal in San Juan County, picked up by Animal Control or otherwise delivered to the Aztec Animal Shelter facility will be required to be spayed or neutered before the animal leaves the facility (or the owner may take the animal to their personal Veterinarian and bring us proof of the sterilization) or the owner will be required to get an Intact Animal Permit, regardless of the jurisdiction where the animal came from.~~
2. ~~For residence of the City of Aztec~~ the Intact animal permit does not allow for breeding of any animals. A Breeder permit must be purchased separately if that is the intent for the animal.
3. The intact animal permit would only be issued in instances where your veterinarian could issue, in writing that by reason of the animal's age or health condition that spaying or

neutering would be detrimental to the animal's health or that the animal is incapable of reproduction.

4. ~~Most owners, regardless of the jurisdiction where they reside would be allowed to apply for the Intact Animal Permit. The exception would be~~ Animals that spend the majority of their life at the end of a restraint device (more than 4 hours a day); no permits will be granted for those animals.
5. The owner must pay the ~~yearly~~ permit fee as established in Article V of Chapter 16 Fee Schedule.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-722. Permit Revocations.

1. An Intact Animal Permit will be revoked immediately and the owner will be required to get the animal spayed or neutered if one of the following violations occurs:
 - (1) The animal is impounded for being at large after receiving the permit.
 - (2) The animal is at large after receiving the permit
 - (3) There is a reported bite by the permitted animal.
 - (4) There is a reported unprovoked attack upon another animal
 - (5) The animal was reported to be chasing livestock.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-723 Repeal of Decision.

If any affected party wishes to appeal the Animal Care and Control Director's decision regarding a permit, the party may request a hearing before the City Commission. A written request for hearing must be filed at the Office of the City Clerk within five days of receipt of the Animal Care and Control Director's decision.
(Ord. 2014-436, eff.. 2014-Mar-18)

Secs. 5-724 to 5-730. Reserved.

DIVISION 3. ~~KENNEL PERMIT (MULTIPLE ANIMALS)~~ MULTIPLE ANIMAL PERMIT

Sec. 5-731. Limit on the Number of Dogs and Cats.

1. It is unlawful for any person to be the owner of, to keep, to or to assist in keeping more than five (5) dogs, cats, or any combination of dogs and cats, in the City except in conformance with a ~~kenne~~ Multiple Animal Permit issued under this section.

2. A ~~kennel permit~~ **Multiple Animal Permit** may be issued by Animal Care and Control for the keeping of up to ten (10) dogs, cats, or combination under the following conditions:
 - (1) The applicant for the permit must show a plot plan of the premises where the animals are to be kept; identify the numbers of cats and dogs which are proposed to be kept, including the numbers of which are to be kept predominantly indoors and which are to be kept predominantly or entirely outdoors; and identify the number and approximate location of any outdoor shelters on the premises.
 - (2) In a residential zone, the area of the permitted ~~Kennel~~ site shall be limited to 10% of the total area of the premises.
 - (3) Within the area of a ~~kennel~~ **the permitted** site there will be:
 - (a) 75 square feet of area shall be provided for each animal weighing under 30 pounds;
 - (b) 100 square feet for each animal weighing between 30 and 49 pounds; and
 - (c) 125 square feet for each animal weighing 50 pounds or more.
3. Payment of the permit fee per year as established in Article V of Chapter 16 – Fee Schedule.
4. Each animal must be spayed or neutered and must be current on rabies vaccinations as prescribed by State Law.
5. No person or household will be issued a permit for more than four (4) wolf hybrids, coyote hybrids or any combination thereof
6. The holder of a kennel permit understands that Animal Control will make random inspections with a 48 hour notice.
7. Each holder of a kennel permit shall comply with all provisions of this Chapter and shall keep the premises for which the permit is issued free from any obnoxious, offensive, or unsanitary condition.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-732. Revocation of Permit.

1. Any permit issued under this section will be revoked if any if any the following conditions exist:
 - (1) The permitted has violated any ordinances of this Chapter or New Mexico laws relating to the keeping, care or use of any animal;
 - (2) The permitted has failed to pay the fee as established in Article V of Chapter 16 Fee Schedule;

- (3) The permitted refuses to allow inspection, on forty-eight (48) hours written notice, of any animal covered by the permit or the premises in which the animal is kept.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-733 Repeal of Decision.

If any affected party wishes to appeal the Animal Care and Control Director's decision regarding a permit, the party may request a hearing before the City Commission. A written request for hearing must be filed at the Office of the City Clerk within five days of receipt of the Animal Care and Control Director's decision.

(Ord. 2014-436, eff.. 2014-Mar-18)

Secs. 5-734 to 5-740. Reserved.

DIVISION 4. BREEDER PERMIT

Sec. 5-741. Breeder Permit Required.

1. No owner of any dog or cat within the City limits shall cause or allow the dog or cat to breed without first obtaining a Breeder Permit.
2. Animal Care and Control shall administer a permit program to allow the breeding of cats and dogs consistent with the terms set forth in this Article.
3. The payment of a breeding permit fee per year as established in Article V of Chapter 16 – Fee Schedule.
4. A permit may be issued by Animal Care and Control to any person involved in controlled breeding of dogs and cats which are registered with a nationally or internationally recognized animal registry organization such as:
 - (1) AKC – American Kennel Club or a group recognized by AKC
 - (2) CFA – Cat Fanciers Association
5. All dogs or cats intended for breeding shall be current on all vaccinations including rabies as prescribed by state law.
6. All breeding permits shall contain the following terms and conditions and shall be subject to all of the following requirements:
 - (1) No offspring of the animal which has been bred may be sold or given away until the offspring has reached the age of at least eight (8) weeks and been immunized against common diseases.
 - (2) If within one year of placement a new owner becomes unable or unwilling to continue ownership and responsibility for an animal, the permit holder shall assist in placement of

the animal. If no suitable placement can be found within six (6) months, the permit holder shall accept return of the animal if healthy, and shall become fully responsible for its care.

- (3) Any breeding permit holder advertising to the public the availability of any animal for adoption or sale shall prominently display the holder's breeding permit number. The permit holder shall also provide the permit number to any person to whom any animal is sold or adopted.
- (4) Within the area of a Breeder Permit site there will be:
 - (a) 75 square feet of area shall be provided for each animal weighing under 30 pounds;
 - (b) 100 square feet for each animal weighing between 30 and 49 pounds; and
 - (c) 125 square feet for each animal weighing 50 pounds or more.
 - (d) Sufficient area for birthing such as whelping box, and a quiet, private area.
- (5) Animal Care and Control shall have the right to inspect the areas used by any breeding permit holder for the keeping of animal offspring, to determine compliance with the provisions of this Article.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-742. Enclosure for Breeding Animals.

It is unlawful for any person to let any female animal breed to any male animal, except within an enclosure so arranged as to obstruct the animals completely from the view of all who have no proprietary interest in the breeding of the animals.

(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-743. Restrictions.

An owner shall not advertise sell, barter, exchange or give away any dog or cat within municipal boundaries unless the breeder permit number is displayed legibly. An owner shall furnish the breeder permit number to any prospective recipient requesting the number.

(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-744. Revocation of Permit.

1. Any permit issued under this section will be revoked if any if any the following conditions exist:
 - (1) The permitted has violated any ordinances of this Chapter or New Mexico laws relating to the keeping, care or use of any animal; or
 - (2) The permitted has failed to pay the fee as established in Article V of Chapter 16 Fee Schedule; or

- (3) The permitted refuses to allow inspection, on forty-eight (48) hours written notice, of any animal covered by the permit or the premises in which the animal is kept.
(Ord. 2014-436, eff.. 2014-Mar-18)

Sec. 5-745 Repeal of Decision.

If any affected party wishes to appeal the Animal Care and Control Director's decision regarding a permit, the party may request a hearing before the City Commission. A written request for hearing must be filed at the Office of the City Clerk within five days of receipt of the Animal Care and Control Director's decision.

(Ord. 2014-436, eff.. 2014-Mar-18)

Secs. 5-746 to 5-800. Reserved.

ARTICLE VIII. SPAY AND NEUTER

Sec. 5-801. Mandatory Spay and Neuter.

No person shall own or harbor within the City of Aztec any cat or dog over the age of three (3) months which has not been spayed or neutered, unless:

1. That person holds either an Intact Animal Permit or a Breeders Permit for breeding cats or dogs issued under Article VII of this Chapter; or
2. A veterinarian has certified, ~~on a form prescribed by the City and kept by the owner~~ in writing, that by reason of the animal's age or health condition that spaying or neutering would be detrimental to the animal's health or that the animal is incapable of reproduction.
(Ord. 2014-436, eff.. 2014-Mar-18; Ord. 2007-344, eff.. 2007-Apr-03)

Staff Summary Report

MEETING DATE: March 27, 2018

AGENDA ITEM: XIV. BUSINESS ITEM (D)

AGENDA TITLE: Intent to Adopt Ordinance 2018-471 Amending Chapter 16, Article V. Animal Fees

ACTION REQUESTED BY: Animal Control and Care

ACTION REQUESTED: Approve the Intent to Adopt Ordinance 2018-471 Amending Chapter 16, Article V. Animal Fees

SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS

It has been four years since Chapter 5 Animals in the Aztec City Code has been significantly amended. As such, The Animal Care and Control Staff has thoroughly reviewed Chapter 5 of the City Code and has determined the need for amending this chapter.

In amending Chapter 5, there were revisions also required in the Animal Fees which are provided in Chapter 16 and hence the purpose of this ordinance.

SUPPORT DOCUMENTS: Ordinance 2018-471

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Intent to Adopt Ordinance 2018-471 Amending Chapter 16, Article V. Animal Fees

**City of Aztec
ORDINANCE 2018-471**

An Ordinance Amending Chapter 16, Article V. Animal Fees

WHEREAS: The Animal Care and Control staff has thoroughly reviewed and determined that fees needed to be changed for Section 16-251, Article V of Chapter 16 – Fee Schedule to accommodate changes to Chapter 5 Animals.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-471 Amends Chapter 16 – Fee Schedule, Article V. Animal Fees, Section 16-251 Fees in General to be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2018.

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Victor Snover

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

ARTICLE V. ANIMAL FEES

Sec. 16-251. Fees in General.

Adoption (Canine)	Varies	Adoption fees to be determined by Animal Shelter Director, Includes spay/neuter, vaccinations, and microchip
Adoption (Feline)	Varies	Adoption fees to be determined by Animal Shelter Director, Includes spay/neuter, vaccinations, and microchip.
Adoption of other animals	Varies	Adoption fees to be determined by Animal Shelter Director
Boarding	\$5.00 \$5.00 to \$10.00	Per Day (once owner knows animal is at shelter)
Deposit	\$100.00	Will be refunded when adopted animal returns for spay/neuter
Euthanize	\$5.00	
Impound	\$30.00 \$40.00 \$50.00 \$60.00	1 st offense, then impound fee will increase by an additional \$10.00 every time the animal is impounded for one calendar year. 2 nd offense 3 rd offense 4 th offense
Microchip	\$20.00	
Medical	Varies	Cost is dependent upon treatment.
Pet Supplies	Varies	Cost is dependent upon the item (i.e. collars, leashes, cardboard pet carriers, I.D. tags, etc)
Rabies	\$50.00 \$75.00 \$10.00	Observation 1 st offense Unvaccinated animals, then rabies fee will increase by an additional \$5.00 every time the animal is impounded for one calendar year.
Sterilization	\$25.00	1 st offense Un-sterilized animals, then sterilization fee will increase by an additional \$10.00 every time the animal is impounded for one calendar year.
Trip	\$10.00	Per Pick-up
Vaccination	\$5.00	Per vaccine and de-wormer

(Ord. 2014-437, eff. 2014-Mar-18; Ord. 2008-361, 2008-Nov-26; Ord. 2007-345, eff. 2007-Apr-03)

Sec. 16-252. Permits and Licenses.

Kenel Multiple Animal	\$50. ⁰⁰ \$25. ⁰⁰	Initially Renewal (if exact same animals)
Dangerous Dog	\$75. ⁰⁰ \$35. ⁰⁰	Initially Renewal
Breeder	\$75. ⁰⁰	Yearly
Intact Animal	\$75.⁰⁰	Per Animal (yearly)
Late Fee on permits	\$25. ⁰⁰	If more than 30 days late
City License	\$10.⁰⁰ \$5.⁰⁰ \$2.⁰⁰ \$5.⁰⁰	Per Animal for Senior Citizens 65 or older Lost Tag Replacement Late Renewal

(Ord. 2014-437, eff. 2014-Mar-18; Ord. 2007-345, eff. 2007-Apr-03)

Secs. 16-253 to 16-259. Reserved.

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XIV. BUSINESS ITEM (E)
AGENDA TITLE: Intent to Adopt Ordinance 2018-472 Amending Section 1-12-2-3 Specific Penalty Schedule for Animal Fines

ACTION REQUESTED BY: Animal Control and Care
ACTION REQUESTED: Approve the Intent to Adopt Ordinance 2018-472 Amending Section 1-12-2-3 Specific Penalty Schedule for Animal Fines
SUMMARY BY: Tina Roper

PROJECT DESCRIPTION / FACTS

It has been four years since Chapter 5 Animals in the Aztec City Code has been significantly amended. As such, The Animal Care and Control Staff has thoroughly reviewed Chapter 5 of the City Code and has determined the need for amending this chapter.

In amending Chapter 5, there were revisions also required in the Animal Fines which are provided in Chapter 1-12 and hence the purpose of this ordinance.

SUPPORT DOCUMENTS: Ordinance 2018-472

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Approve the Intent to Adopt Ordinance 2018-472 Amending Section 1-12-2-3 Specific Penalty Schedule for Animal Fines

**City of Aztec
Ordinance 2018-472**

Amending Section 1-12-2-3 Specific Penalty Schedule for Animal Fines

WHEREAS: The Animal Care and Control staff has thoroughly reviewed and determined that wording on some of the animal fines needed to be corrected for Section 1-12- 2- (3) to accommodate changes to Chapter 5 Animals.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of Aztec, New Mexico that Ordinance 2018-472 Amends Section 1-12-2-3 in general to be adopted as attached.

PASSED, APPROVED, SIGNED AND ADOPTED THIS _____ day of _____ 2018.

By the Aztec City Commission, City of Aztec, New Mexico

Mayor Victor Snover

ATTEST:

Karla Sayler, City Clerk

APPROVED AS TO FORM:

Larry T. Thrower, City Attorney

ADVERTISED DATE OF FINAL ADOPTION: _____

EFFECTIVE DATE OF ORDINANCE: _____

Sec. 1-12. Mandatory Penalty and Fees; Disposition and Use of Fees.

1. Mandatory Penalty. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, the maximum penalty for violation of any municipal ordinance shall be as follows:

- (1) Except for those violations of ordinances described in subsections 1-2 and 1-3 of this section, a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than ninety (90) days or both;
- (2) For violations of an ordinance prohibiting driving a motor vehicle while under the influence of intoxicating liquor or drugs, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) or imprisonment for not more than one hundred seventy-nine (179) days or both; and
- (3) For violations of a industrial user waste-water pretreatment ordinance as required by the United States Environmental Protection Agency, a fine of not more than nine hundred and ninety-nine dollars (\$999.00) a day for each violation.
(Code 2007, 1-12-1)

2. Specific Penalty Schedule. A fine and fee schedule for specific penalties.

(3) *Animals.* In reference to Chapter 5.

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
5-223	Unauthorized Removal of Animals	No	\$100		\$100
5-235	Failure to Return Adopted Animal for Spay/Neuter Surgery	No	\$200		\$200
5-301	Liability of Damages Caused by Animal	Yes	Set at Hearing	\$29	Set at Hearing
5-302	Restraint Devices	No	\$150	--	\$150
5-303	Dog and Cat Licenses Identification Required	No	\$65		\$65
5-401	Interference with Animal Control Officer	Yes	Set at Hearing	\$29	Set at Hearing
5-402	Service Animals Trained to Assist	No	\$300	--	\$300
5-403	Fraudulent Use of Rabies and License Tags	No	\$100	--	\$100
5-421	Inhumane Treatment of Animals	Yes	Set at Hearing	\$29	Set at Hearing
5-422	Leg hold Traps Prohibited	Yes	Set at Hearing	\$29	Set at Hearing
5-431	Animals At Large				
	1 st Offense	No	\$100	-	\$100
	2 nd Offense	No	\$150	-	\$150
	3 rd Offense	No	\$200	--	\$200

Citing	Title	Appearance Required	Fine Amount	Court Costs	Total Fine
	4 th Offense	No	\$300	-	\$300
5-432	Animals Disturbing The Peace				
	1 st Offense	No	\$100	-	\$100
	2 nd Offense	No	\$150	-	\$150
	3 rd Offense	No	\$200	-	\$200
	4 th Offense	No	\$300	-	\$300
5-433	Animal Defecation: Clean-Up	No	\$100	-	\$100
5-441	Sale Or Gift Of Animals	No	\$200	-	\$200
5-442	Animals On Unenclosed Premises				
	1 st Offense	No	\$100	-	\$100
	2 nd Offense	No	\$150	-	\$150
	3 rd Offense	No	\$200	-	\$200
	4 th Offense	No	\$300	-	\$300
5-443	Unlawful Retention Of Strays	No	\$75	-	\$75
5-444	Poultry	No	\$50	-	\$50
5-501	Rabies Vaccination Required	No	\$75	-	\$75
5-601	Dangerous Animal	Yes	Set at Hearing	\$29	Set at Hearing
5-721	Intact Animal Permit Required	No	\$250	-	\$250
5-731	Limit on the Number of Dogs and Cats (Kennel Multiple Animal Permit Required)	No	\$250	-	\$250
5-741	Breeder Permit Required	No	\$250	-	\$250
5-742	Enclosure for Breeding Animals	No	\$50	-	\$50
5-801	Mandatory Spaying and Neutering	No	\$250	-	\$250

(Ord. 2014-438, eff. 2014-Mar-18)

Staff Summary Report

MEETING DATE: March 27, 2018
AGENDA ITEM: XV. LAND USE HEARING (A)
AGENDA TITLE: CUP 18-01 A Conditional Use Permit to allow a travel trailer to act as a temporary dwelling unit.

ACTION REQUESTED BY: Josh and Katie Jarvis
ACTION REQUESTED: A Conditional Use Permit to allow a travel trailer to act as a temporary dwelling unit.
SUMMARY BY: Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

Applicant	Josh and Katie Jarvis
Date of Application	February 15, 2018
Location	412 S. Church Ave, Aztec NM 87410
Properties Tax ID	R0001358
Existing Land Use	Residential
Existing Zoning	R-1 Single Family Dwelling District.
Surrounding Zoning/ Use	North: R-1 Single Family Dwelling District / Residential South: R-1 Single Family Dwelling District / Residential East: R-1 Single Family Dwelling District / Residential West: R-1 Single Family Dwelling District / Residential
Notice	Property owners within 100 feet of the subject property were sent notice by certified mail on Monday, March 5, 2018.
Floodplain Area	No
Access	S. Church Ave access alley.

PROJECT DESCRIPTION

The petitioner is requesting a conditional use permit to allow a travel trailer to act as a temporary secondary residence. The subject property is located in the R-1 single family dwelling zoning District. Pursuant to Sec. 26-2-32-6(A), the R-1 allows a travel trailer or motorhome to be used for temporary dwelling purposes for a maximum of fourteen (14) consecutive days. Due to hardships, the age of his son, a need for quiet space, more consistent and watchful care is needed, while offering a feeling of independence as well. The petitioner plans to relocate the travel

trailer with full, independent living considerations. The petitioner requests to have the travel trailer as a secondary residential unit until the spring of 2020.

The land use code intends to limit residential uses of travel trailers in residential zoning districts, outside of the mobile home (MH) district. Living in travel trailers are usually not in conformity with the aesthetics, health, safety, and welfare of the R-1 district. The R-1 district is intended to accommodate single-family residential development, certain structures, and non-commercial uses. The R-1 district lots are limited to one (1) recreational vehicle, and if parked for more than a twenty-four (24) hour period, the vehicle must be stored or parked in the side or rear setback area.

The conditional use permit recognizes that specific uses may be desirable when located in the community. However, such uses may be incompatible with other uses permitted in a district, certain special uses when found to be in the interest of the public health, safety, and general welfare of the city may be permitted by the City Commission. If the requested use is limited as temporary and other ordinances, such as noise, traffic, trash, wastewater disposal, etc. are met, the use may be compatible within this residential district. Furthermore, the Community Development Department mailed certified letters on March 5, 2018, to property owners within 100-feet of the subject property and has not received any questions, comments, or concerns regarding the requested use. Thus, Community Development believes the use is appropriate within a limited period.

STAFF RECOMMENDATION

The Community Development Department recommends **approval** of Petition CUP 18-01, a request from Josh and Katie Jarvis for a conditional use permit to allow a travel trailer to act as a temporary dwelling unit in the R-1 Single-Family Dwelling District subject to the following conditions:

1. The requested use is limited to one-year. The conditional use permit expires on 03/27/2019. If the petitioner wants to continue the temporary residential use, they need to renew the permit prior to the expiration date.
2. A new address will not be assigned for the secondary residential use.
3. All wastewater shall be properly disposed of.
4. Only the petitioner's son will occupy the travel trailer as a dwelling unit.
5. Any and all electric cords/lines shall be buried and not hinder the access easements.
6. The use is subject to all city, state, and federal ordinance, requirements, and laws.
7. No new address will be assigned for the temporary dwelling unit.

FINDING OF FACT

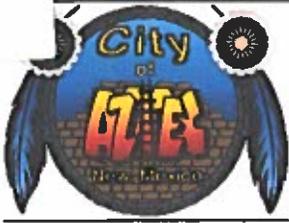
1. The petitioners are Josh and Katie Jarvis, who are the property owners of a residence at 412 S. Church Ave in the R-1 single-family dwelling district.
2. The petitioner is requesting a Conditional Use Permit to allow a travel trailer to act as a temporary dwelling unit.
3. The petitioner intends to place the travel trailer south of the current residential unit.
4. Only the petitioner's son will occupy the travel trailer as a dwelling unit.
5. Any and all electric cords/lines shall be buried and not hinder the access easement.
6. The requested use is limited to one-year. The conditional use permit expires on 03/27/2019. If the petitioners want to continue the temporary residential use, they need to renew the permit prior to the expiration date.
7. The use is subject to all city, state, and federal ordinance, requirements, and laws.
8. No new address will be assigned for the temporary dwelling unit.

SUPPORT DOCUMENTS:

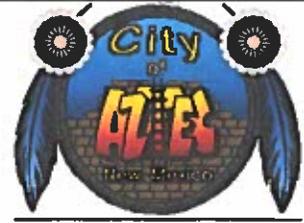
1. Application
 - a. Zoning Map
 - b. Site Plan
 - c. Property Owner Notifications
 - d. Letter of request
 - e. Letters of Support

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve of Petition CUP 18-01, a request from Josh and Katie Jarvis for a conditional use permit to allow a travel trailer to act as temporary dwelling unit in the R-1 single-family dwelling district subject to the following conditions and accept Finding of Facts 1-8.

PETITION APPLICATION



Community Development Department
City of Aztec
 201 W. Chaco St.
 Aztec, NM 87410
 (505) 344-7605
 (505) 344-7609 (fax)



PROJECT TYPE (Check Those Applicable)

- Annexation
- Alt/Summary Plat
- Preliminary Plat
- Final Plan

- Variance
- Residential/ Commercial Development

- Zone Change to _____ District
- Conditional Use Permit
- Well site equipment modification
- Sign Permit
- Other

INFORMATION

Applicant's Name: <u>Josh & Katie Jarvis</u>	Project Location: <u>412 S. Church Ave.</u>
Address: <u>412 S. Church Ave.</u>	Existing Use: <u>Residential / Vacant</u>
E-Mail: <u>john.jarvis@yahoo.com</u>	Proposed Use: <u>Temp: residential ^{living} quarters</u>
Telephone: <u>(970) 749-2847</u>	Current Zoning: <u>R1</u>
Relationship to Property Owner: <u>self</u>	Assessor's Parcel I.D. and/or Tax I.D. Number:

RECEIVED

Legal Description of Subject Property:

Is the Property in a Flood Zone? Yes No

FEB 19 REC'D

Is Property subject to deed restrictions, covenants, or homeowners' association agreements? Yes No
 If Yes, please provide copy with application.

CITY OF AZTEC
COMMUNITY DEVELOPMENT

REPRESENTATIVE / CONTACT PERSON (if other than applicant)

Name: NA <u>NA</u>	E-Mail:
Phone:	Address:

OWNERSHIP

<p><small>PROPERTY OWNER (Identify General Partners, Managing Partner, Corporation President and Secretary. Specify type of ownership interest: Fee, Real Estate Contract, Option to Purchase)</small></p>	<p><small>MORTGAGE HOLDERS (if any)</small></p>
Name: <u>Josh Jarvis</u> Phone: <u>970 749-2847</u>	Name: _____ Phone: _____
Address: <u>412 S. Church</u>	Address: <u>Same</u>

OWNER CERTIFICATION

**(Physical and Mailing)*

I certify that I am an owner and the information and exhibits herewith are true and correct to the best of my knowledge in filing this application, I am acting with the knowledge and consent of all persons in interest and understand that without the consent of all persons in interest the requested action cannot lawfully be accomplished. I give my permission for authorized officials of the City of Aztec to enter the premises described in this application. I understand applications will generally be reviewed by City Commission at their first regular session following City staff review.

Name: <u>Josh Jarvis</u>	Address:
Owner's Signature:	Phone / Email:

****All sections of this application need to be completed**
***This application accompanies the project/request**

FEB 19 REC'D



CITY OF AZTEC
SPECIAL USE APPLICATION
CITY OF AZTEC
COMMUNITY DEVELOPMENT

Permit #: _____ Date Started: 2/19/2018 Date Approved: _____

PROPERTY OWNER CONTACT INFORMATION

Name: Josh & Katie Jarvis
Mailing Address: 412 S. Church Ave., Aztec, NM, 87410
Phone: (970) 749-2847 Josh
(970) 903-9132 Katie

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 412 S Church Ave, Aztec, NM 87410
Tax ID: _____ Parcel Size (ac): _____
Zone District: R-1
Current Use: Residential / Vacant
Proposed Use: Residential Temp
Flood Zone Designation: N/A

REASON FOR REQUESTING A SPECIAL USE

Our son is finishing his high school diploma and is attending San Juan College working on his fire fighting Paramedic degree. He would like to have some independence while still being close to home. We would like to put a 5th wheel on the property (temporarily) for him to live in.

APPLICANT SIGNATURE

I, Josh Jarvis representing _____ hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

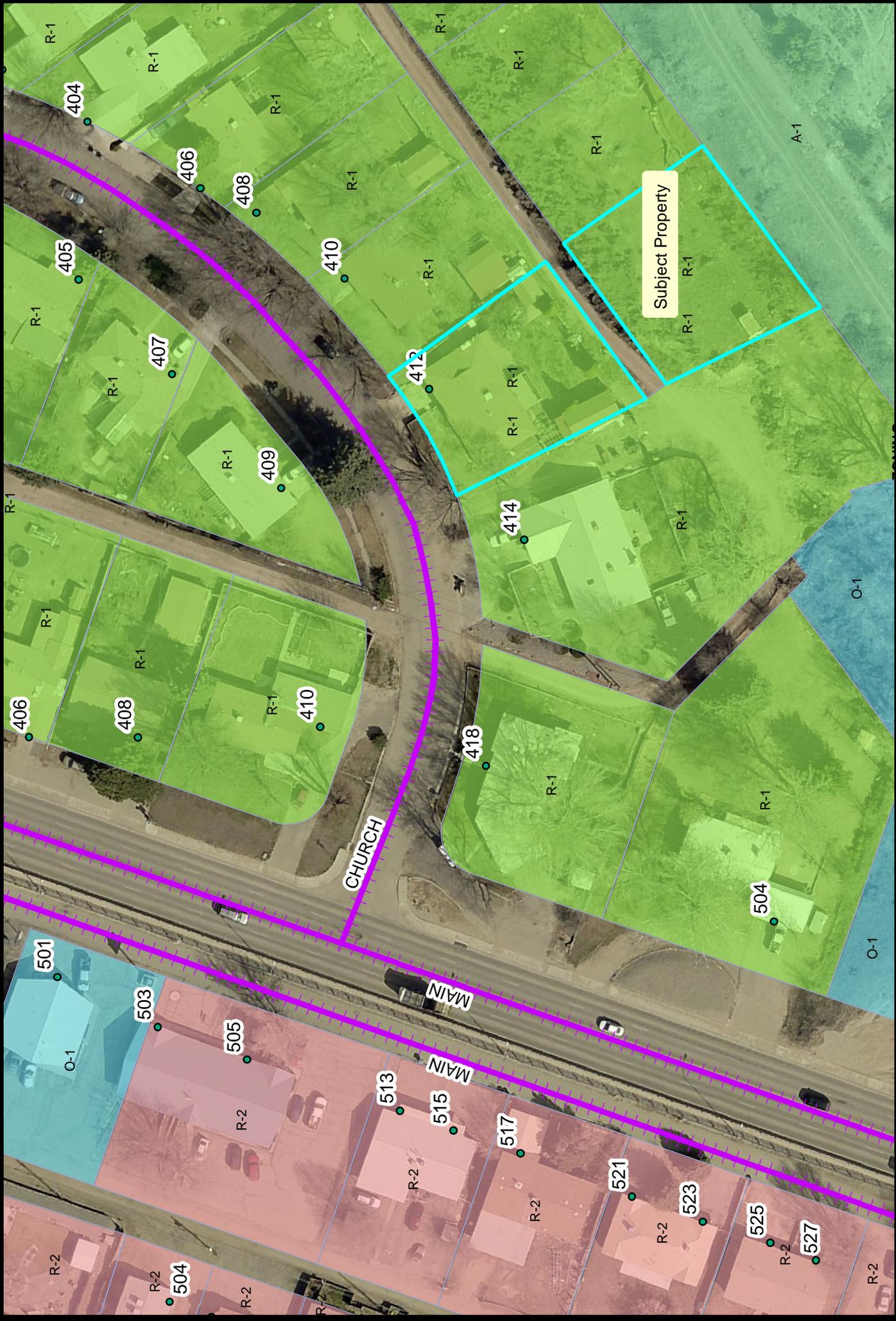
Signature: _____ Date: _____

City Commission Meeting Date: _____

ACTION: APPROVED DENIED

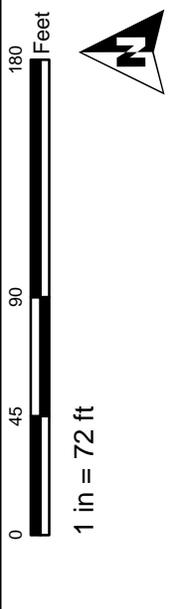
Community Development Director _____

Date _____



DISTRICT

A-1	O-1	R-1	R-2
-----	-----	-----	-----



412 S. Church Ave
 Community Development Department

Date: 3/21/2018



From: Josh Jarvis
412 S. Church Avenue
Aztec, NM 87410

To: Aztec City Commissioners
City of Aztec
201 W. Chaco Street
Aztec, NM 87410

Date: February 26, 2018

Re: Statement of hardship for a land use variance

Dear Commissioners:

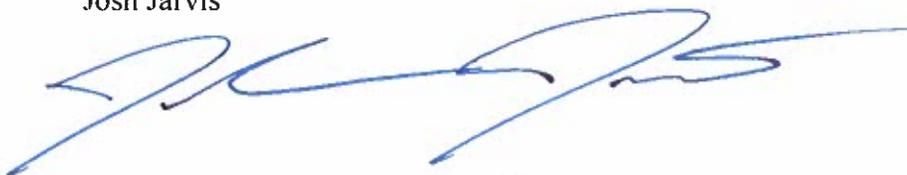
I am writing to request a use variance for my property, 412 S. Church Ave, Aztec, NM 87410. As you can see in my attached application, my property extends beyond the alley behind my house, where there is currently an empty, unfenced back lot. My property is zoned as R-1 (Single Family Dwelling District). I am writing to request a variance for use of my back lot to put in a driveway and pad, and run electricity for an RV. I understand that the R-1 zone does not allow for parking an occupied RV, but my family is experiencing a hardship that I believe calls for a variance from the zoning ordinance.

My wife and I have four children, the oldest of whom (Wesley) is 17. Wesley is currently in his junior year of high school, and intends to complete his senior year starting in fall 2018 by earning dual credits toward his Associate's Degree at San Juan Community College. Wesley will need a quiet and private space to study, which is not something we can provide inside our home with three young girls. The College does not offer dorm space and he will be too young to rent an apartment. Our family cannot finance a permanent structure on our back lot, but we are able to provide a pad and electricity for an RV, which Wesley will finance himself. I believe this is the only viable solution for our family, and the only feasible use of our back lot at this time.

If the Commission grants this variance, there will be no detriment to the public good because our back lot is behind our house and out of sight of the road, and the permanent improvements we will make will be minimal. We only intend for Wesley to reside in his RV on our back lot until he completes his Associate's Degree by the spring of 2020. At that point, we would consider putting in a more permanent structure that complies fully with the R-1 zoning ordinance. Our family, and Wesley in particular, would benefit greatly if the Commission grants the variance. Thank you very much for considering my request.

Sincerely,

Josh Jarvis





WORLDWIDE HOMES

1111







5th Wheel

Driveway (Proposed)

Electrical

Existing Road

From: ryancmns ryancmns@gmail.com
Subject: Trailer parking
Date: Feb 14, 2018 at 10:51:23 AM
To: joshnjarvis@yahoo.com

Hey Josh I don't have a problem with you parking a trailer for Wes to stay in on your land behind the house.

Sent via the Samsung Galaxy Note8, an AT&T 4G LTE smartphone

Karen Casgrain and Mitchell Sickon

409 S Church Ave • Aztec, NM 87110 • Phone: 731.915.2558 • 731.5581307

E-Mail: kcasgrain@gmail.com, mdsickon@gmail.com

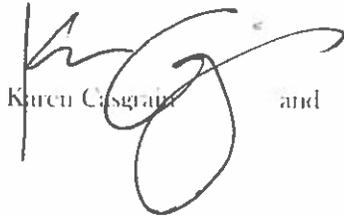
February 14, 2018

To Whom It May Concern:

My husband and I are the owners of the property located at 409 S. Church St. in Aztec, New Mexico. We recently were contacted by Josh Jarvis and informed of his proposal to park a 5th Wheel on the lot behind his property at 412 S. Church Ave. for the purpose of housing his teenaged son. We have the pleasure of being close friends with the Jarvis family and know them to be conscientious and responsible neighbors. I write to you to express that we have no reservations, concerns or doubts regarding this plan and give our complete support. I am aware that it is against city code to do so and hope that you will be able to grant them a special use permit for this purpose.

Please do not hesitate to contact me if I can be of help in any way.

Sincerely,



Karen Casgrain and



Mitchell Sickon

From: Kathy Moore RICKATHY60@msn.com
Subject: property use
Date: Feb 15, 2018 at 8:27:59 AM
To: joshnjarvis@yahoo.com

Sent from [Mail](#) for Windows 10
02/15/2018

Kathy Moore
410 South Church Avenue
Aztec, New Mexico 87410-2109
505) [486-5083](tel:486-5083)
rickathy60@msn.com

I, Kathy Collins Moore, own the home and the lot of land behind the residence located at 410 South Church Avenue, Aztec, NM. I was approached by my neighbor to the South, Josh Jarvis, regarding a permit needed for placement of a 5th wheel trailer on the land they have behind their home at 412 South Church Avenue. I have no problem at all with this addition, and feel that it will be a great use of the property. Please feel free to contact me at any time with questions or confirmation of this statement.

Sincerely,
Kathy Moore

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners
Austin R. Randall
Katee McClure
Sheri L. Rogers

A desirable place to live, work and play; rich in history and small town values!

**NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT
PETITION NO. CUP 18-01**

March 5, 2018

Dear Property Owner:

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for a conditional use permit to allow a recreation vehicle (RV) on site to act as a temporary secondary residence; a use that does not conform to Sec 26-2-32(6) in the R-1 Single Family Dwelling Zoning District.

LEGAL DESCRIPTION

HARTMANS ADDITION REPLAT BLK 2 LOT 17 AND NE 20 FT OF 18 BLK 2, ALSO LOT 13
OF D AND R G WESTERN SUB BK.1593 PG.407
Otherwise known as 412 S. Church Ave

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, March 27, 2018 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

You are receiving this letter because you may own property within 100 feet (excluding public right-of-way) of the proposed request. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Community Development Department at 201 W. Chaco Street, Aztec, New Mexico 87410. Please be advised that this petition could be canceled or withdrawn prior to the meeting date.

If you have any questions regarding this notice or would like additional information regarding this petition, please contact the Community Development Department at 505-334-7605 or ssaavedra@aztecnm.gov

Sincerely,

Steven M. Saavedra

Steven M. Saavedra, CFM
Community Development Director

Addresses In 100' Of 412 S Church Ave

✓R0000984/409 S Church Ave
Mitchell Sickon and Karen Casgrain
409 S Church Ave
Aztec, NM 87410

✓R0001380/408 S Church Ave
Ronald Holloway
408 S Church Ave
Aztec, NM 87410

✓R0000017/410 S Main St
Jacklynn Fallon and James Evangelisti
410 S Main St
Aztec, NM 87410

✓R0001591/418 S Church Ave
Keith Townsend Trust
478 Sunrise Cir
Farmington, NM 87401

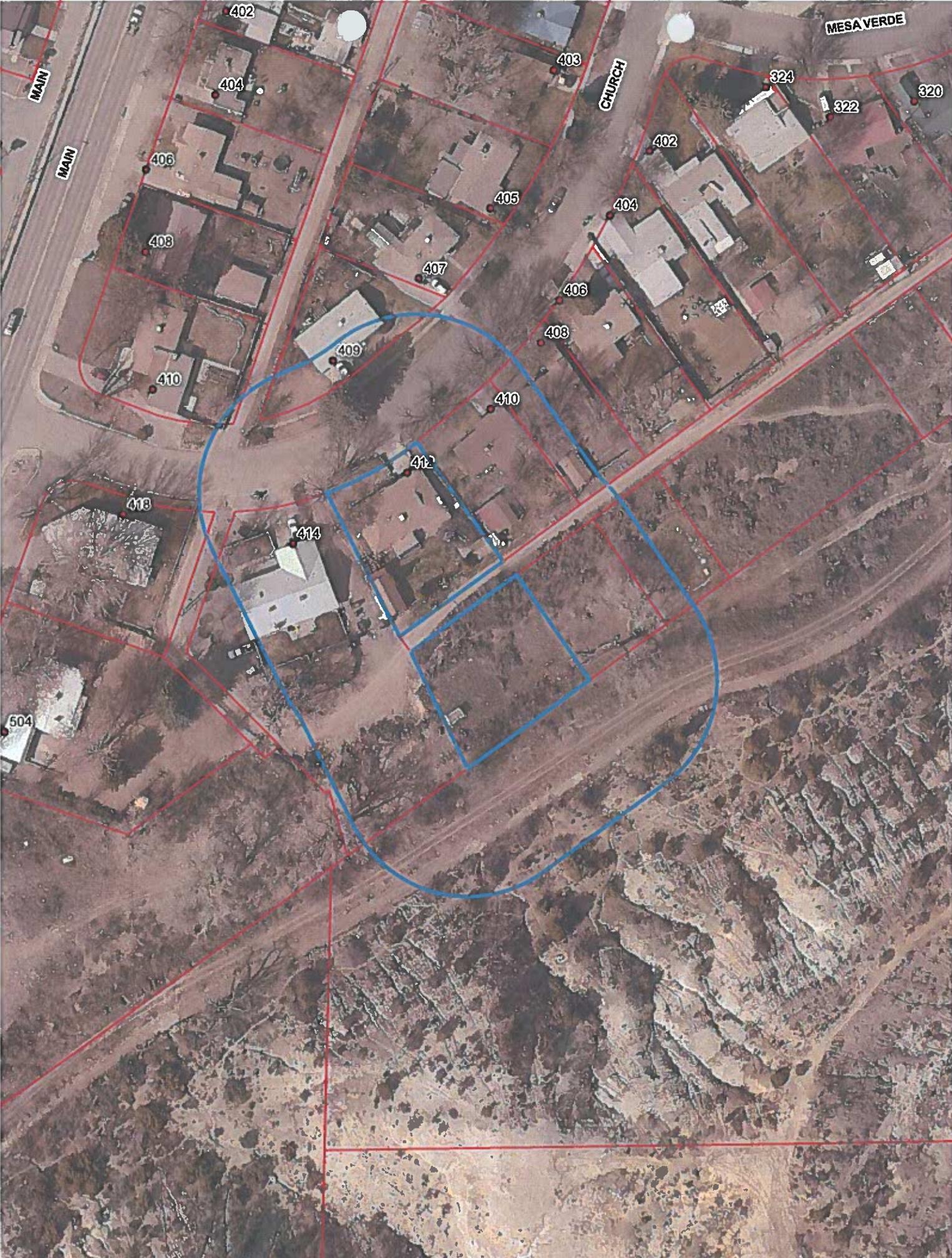
✓R0001567/414 S Church Ave
Marc Clark
2112 W Apache St
Farmington, NM 87401

✓R0000100/500 E Chaco St
Aztec School District 2
1118 W Aztec Blvd
Aztec, NM 87410

✓R0000431/410 S Church Ave
Herbert and Barbara Collins
410 S Church Ave
Aztec, NM 87410

✓R0000785/408 S Church Ave
Robert and Connie Holman
408 S Church Ave
Aztec, NM 87410

✓R0001301/407 S Church Ave
Andrew and Toni Dennison
407 S Church Ave
Aztec, NM 87410



402

MESA VERDE

MAIN

CHURCH

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Staff Summary Report

MEETING DATE:	March 27, 2018
AGENDA ITEM:	XV. LAND USE HEARING (B)
AGENDA TITLE:	CUP 18-02 A Conditional Use Permit to allow for the manufacturing and brewing of beer.

ACTION REQUESTED BY:	Sean Paschall
ACTION REQUESTED:	A Conditional Use Permit to allow for the manufacturing and brewing of beer.
SUMMARY BY:	Steven Saavedra, CFM

PROJECT DESCRIPTION / FACTS

Applicant	Sean Paschall
Date of Application	February 10, 2018
Location	119 N. Main Ave, Aztec NM 87410
Properties Tax ID	R0000122
Existing Land Use	Vacant
Existing Zoning	C-1: Limited Retail/Neighborhood Commercial District
Surrounding Zoning/ Use	North: C-1: Limited Retail/Neighborhood Commercial District South: C-1: Limited Retail/Neighborhood Commercial District East: C-1: Limited Retail/Neighborhood Commercial District West: O-1 Office & Institutional / Institutional
Notice	Property owners within 100-feet of the subject property were sent notice by certified mail on Monday, March 5, 2018.
Floodplain Area	No
Access	N. Main Ave

PROJECT DESCRIPTION

The petitioner requests a conditional use permit to allow for the manufacturing and brewing of beer at 119 N. Main Ave. The C-1 zoning district allows for retail sales of beer and alcohol. However, the C-1 district does not explicitly state if the manufacturing of beer and alcohol is allowed by right. Therefore, a conditional use permit is required once reviewed by the Community Development Department and approved by the City Commission. The subject property is located within 300-feet of two churches: The Aztec Presbyterian Church and the Aztec United Methodist Church. There are no schools located within 300-feet of the subject

Metropolitan Redevelopment Area (MRA) and is in character with numerous downtown districts throughout New Mexico and Colorado. Thus, Community Development believes the use is appropriate.

STAFF RECOMMENDATION

The Community Development Department recommends **approval** of Petition CUP 18-02, a request from Sean Paschall, to allow for the manufacturing and brewing of beer, at 119 N. Main Ave, Aztec NM subject to the following condition:

1. Must adhere to all city and state laws.

FINDINGS OF FACT

1. The petitioner is Sean Paschall.
2. The subject property is 119 N. Main Ave, located in the C-1 Limited Retail / Neighborhood Commercial District.
3. The subject property is located within 300-feet of two churches: The Aztec Presbyterian Church and the Aztec United Methodist Church. There are no schools located within 300-feet of the subject property.
4. The petitioner is requesting a Conditional Use Permit to allow for the manufacturing and brewing of beer.
5. The use is subject to all city and state laws.

SUPPORT DOCUMENTS:

1. Application
 - a. Zoning Map
 - b. Street View
 - c. Letter of Request
 - d. Property Owner Notifications

DEPARTMENT'S RECOMMENDED MOTION: Move To Approve of Petition CUP 18-02, a request from Sean Paschall, for a conditional use permit to allow for the manufacturing and brewing of beer at 119 N. Main Ave, Aztec NM, subject to the following condition and accepting Findings of Fact 1-5.



CITY OF AZTEC CONDITIONAL USE APPLICATION

Permit #: CUP18-01 Date Started: 2/14/2018 Date Approved: _____ Fees Paid: yes \$60.00

PROPERTY OWNER CONTACT INFORMATION

Name: Sean Paschall as the lessee of the property.
Mailing Address: 35 RD 2795 Aztec NM 87410
Phone: 5054861094
Email: sean@550brew.com

PROPERTY INFORMATION / DEVELOPMENT SITE

Address: 119 N Main
Tax ID: R0000122 Parcel Size (ac): 0.12A
Zone District: C-1
Current Use: Restaurant, Food Prep
Proposed Use: Manufacturing of alcohol, beer brewing, and restaurant
Flood Zone Designation: X

REASON FOR REQUESTING A CONDITIONAL USE

We are requesting this conditional use change in order to bring the brewing operation of 550 Brewing into the City limits of Aztec.
No structural change is required, there is adequate City owned parking area nearby. Currently two other restaurants on Main street that offer food and beer.

APPLICANT SIGNATURE

I, Sean Paschall representing 550 Brewing/Trujillo's (lessor) hereby certify that I have read this application and hereby dispose and state under penalty of perjury that all statements, proposals, and documents submitted with this application are true and correct and that I shall adhere to the Municipal Regulations of the City of Aztec.

Signature: Date: 2/14/18

CITY of AZTEC USE ONLY

City Commission Meeting Date: _____

City Commission Action: _____ APPROVED _____ DENIED

FEES ARE DUE PRIOR TO COMMISSION MEETING

Fees are: \$10 Administration Fee + \$50 Conditional Use Fee = Total \$60



Subject Property

ZONING DISTRICT

C-1	O-1	R-2
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1 in = 59 ft

0 37.5 75 150 Feet

The Conditional Use Application for the property located at 119 N Main Avenue is being requested to relocate 550 Brewing's brew house from its current location to 119 N Main Avenue. We are requesting the change to include the use of Manufacturing of Alcohol which is not currently permitted at said address. The building is currently zoned for restaurant/food preparation.

Adding the brewery will not change the building structurally from its current setup.

The building is already updated to a 200 amp electrical service and no additional electrical upgrades will be required to operate said brewery.

There is adequate parking already in place nearby for this property and adjoining properties.

Legal Description for the Conditional Use Property located at 119 N Main Avenue.

STREET NAME	NO	TAXID	DISTRICT	SUBDIVISION	BLOCK	LOT	FLOODZONE
N Main	Ave 119	R0000122	C-1	ORIGINAL TOWNSITE 40		4	X

Mayor
Sally Burbridge

Mayor Pro-Tem
Sherri A. Sipe



Commissioners
Austin R. Randall
Katee McClure
Sheri L. Rogers

A desirable place to live, work and play; rich in history and small town values!

**NOTICE OF PUBLIC HEARING
CONDITIONAL USE PERMIT
PETITION NO. CUP 18-02**

March 5, 2018

Dear Property Owner:

Notice is hereby given that an application has been filed with the City of Aztec - Community Development Department for a conditional use permit to allow a brewery at 119 N. Main Avenue, Aztec, NM located in the C-1 : Limited Retail / Neighborhood Commercial Zoning District.

LEGAL DESCRIPTION: AZTEC ORIGINAL TOWNSITE S1/2 LOT 3 ALL
LOT 4 BLOCK 40 BK.1125 PG.133
Otherwise known as 119 N. Main Ave

Pursuant to the provisions of Section 3-21-6, New Mexico Statutes Annotated, 1978 Compilation, notice is hereby given that the petition will be heard in a public hearing by Aztec's City Commission on **Tuesday, March 27, 2018 at 6:00 p.m.** in the City Commission Chambers at City Hall, 201 W. Chaco Street, Aztec, New Mexico. All persons shall have an opportunity to be heard why said application should be granted or denied. All persons are invited to attend said hearing.

You are receiving this letter because you may own property within 100 feet (excluding public right-of-way) of the proposed request. You are invited to attend the hearings noted above or submit written comments prior to the meeting to the Community Development Department at 201 W. Chaco Street, Aztec, New Mexico 87410. Please be advised that this petition could be canceled or withdrawn prior to the meeting date.

If you have any questions regarding this notice or would like additional information regarding this petition, please contact the Community Development Department at 505-334-7605 or ssaavedra@aztecnm.gov

Sincerely,

Steven M. Saavedra, CFM
Community Development Director

Addresses In 100' for 119 N. Main Ave

✓ R0001663/121 N Main Ave
Joe and Magdalena Trujillo
1616 Glenmary
Aztec, NM 87410

R0001884/R0000119/R0001466/R0000836/125 N Main Ave
City of Aztec
201 W Chaco
Aztec, NM 87410

✓ R0000567115 W Chaco St
Robert and Brenda Dusenbery
115 W Chaco Ave
Aztec, NM 87410

✓ R0001147/111 N Main Ave
Joe and Vicki McWilliams
PO Box 858
Aztec, NM 87410

✓ R0001774/122 N Main Ave
Tony and Susan French
Caleb and Christie Robison
1121 Graceland Dr
Aztec, NM 87410

✓ R0001732/N Main Ave
LFT Rentals, LLC
1050 Sundial Ln
Mesquite, NV 89034

✓ R0000684/112A N Main Ave
Frederick Jr and Melanie Kidstone
Reliable Escrow Services LLC
112 N Main Ave
Aztec, NM 87410

✓ R0001195/108 N Main Ave
David Gilkey
28 Road 2950
Aztec, NM 87410

R0000025/104 N Main Ave
Buck Graybill Jr
PO Box 1921
Sandpoint, ID 83864

